54 mac


STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF LONG TERM SUPPORTS AND SERVICES*

Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov


May 14, 2019

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

State House

Concord, New Hampshire 03301

## REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **sole source** agreements with the ten (10) vendors listed in the table below to provide developmental and acquired brain disorder services, with a total price limitation of $24,019,532 of which $6,451,780 is a shared amount among all vendors. The shared amount provides family centered early supports and services; room and board reimbursement; and community education assistance, of which there is no maximum or minimum service volume guarantee, effective July 1, 2019, or on the date of Governor and Executive Council approval, whichever is later, through June 30, 2021. 17% Federal Funds, 83% General Funds.

Summary of contracted amounts by Vendor:

| Vendor Name | City/Town | Price Specific to Vendor | Price Limitation Shared by All Vendors | Total Price Limitation |
|---|---|---|---|---|
| Area Agency of Greater Nashua, Inc. | Nashua | $2,281,332 | $6,451,780 | $8,733,112 |
| Behavioral Health & Developmental Services of Strafford County, Inc. | Dover | $1,260,090 | $6,451,780 | $7,711,870 |
| Community Bridges | Concord | $2,102,714 | $6,451,780 | $8,554,494 |
| Community Crossroads, Inc. | Atkinson | $2,912,226 | $6,451,780 | $9,364,006 |
| Developmental Services of Sullivan County | Claremont | $591,309 | $6,451,780 | $7,043,089 |
| Lakes Region Community Services Council | Laconia | $2,378,428 | $6,451,780 | $8,830,208 |
| Monadnock Developmental Services, Inc. | Keene | $1,050,583 | $6,451,780 | $7,502,363 |
| Moore Center Services, Inc. | Manchester | $1,609,500 | $6,451,780 | $8,061,280 |
| Northern Human Services | Conway | $569,348 | $6,451,780 | $7.021,128 |
| One Sky Community Services, Inc. | Portsmouth | $2,812,222 | $6,451,780 | $9,264,002 |
| | **Total** | **$17,567,752** | **$6,451,780** | **$24,019,532** |

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in the first quarter of State Fiscal Years 2020 and 2021 to each vendor, up to a maximum of one-twelfth (1/12) of State Fiscal Years 2020 and 2021 funding for each respective Vendor in each respective State Fiscal Year.

If these requests are approved, advance payments available under these agreements will only be made after the Department has conducted an extensive financial review of the applicable Area Agencies, and only if it is determined that an advance payment is necessary to assure continuity of programs and services to clients.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets.

**See attached financial details**

**EXPLANATION**

This request is sole source because these agreements are not subject to the competitive bidding requirement. RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

In accordance with RSA 171-A and RSA 126-C, the Area Agencies are responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders. Approval of this Request will allow the ten (10) non-profit Area Agencies to provide developmental, acquired brain disorder, and early supports and services to approximately 12,500 adults and children throughout the State. The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services under the authority of three Medicaid funded Home and Community-Based Care Services waivers.

These ten (10) Area Agencies provide for the care, habilitation, treatment, and training of developmentally disabled persons, as well as provide support for their families. Services include community support / independent living, community participation and employment, family-centered early supports, family support, in-home support, residences that may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

These Agreements include funding that will be shared among the agencies to provide family centered early supports and services, room and board, and community education assistance, of which there is no maximum or minimum service volume guarantee. By including these services in the contracts, as a shared source of funding, the Department is able to distribute funds throughout the year in a timely manner, based on individual and agency needs. Family centered early supports and services complement other services are delivered through agency and are intended to provide additional training, supports, and direct services to aid children and their families. Funding for room and board pay costs for housing related expenses for those who receive residential services through the Area Agencies, in the event that there are no other public and/or private resources available for this purpose. Funding for community education assistance will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system. Funding for these services is based on statewide need, and will change

throughout the year. This allows the Department to have flexibility in the allocation of funds to meet the needs of the individuals served.

The Department contracts with four (4) agencies to provide specific services that support the entire Organized Health Care Delivery System statewide. The Department has determined that contracting to provide the following services statewide is the most effective and efficient use of resources:

- Community Bridges provides Systemic, Therapeutic Assessment, Respite, and Treatment (START) statewide for individuals who may be in crisis. START is national program, for which New Hampshire participates. START offers services in the community to strengthen efficiencies and service outcomes for individuals with intellectual and developmental disabilities and behavioral health needs.
- Behavioral Health & Developmental Services of Strafford County provides administrative and financial support for the Council for Youths with Chronic Conditions pursuant to RSA 126-J. The Council for Youths with Chronic Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families, and serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance. The Council for Youths with Chronic Conditions increases awareness in the public and private sectors of the medical, social, and educational issues that may impact youths with chronic conditions and their families to provide support for youths to remain in their own homes and communities.
- Community Crossroads, Inc. provides statewide support for a Family Support Conference, the People First program, and statewide training initiatives that support individuals with development disabilities and acquired brain disorders, as well as their families.
- Lakes Region Community Services Council provides support to the Designated Receiving Facility for nursing services as outlined in He-M 1201, transportation, as requested, business office administration, and case management support.

The Area Agencies work collaboratively with the Department on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

Pursuant to RSA 171-A and New Hampshire Administrative Rule He-M 505, each Area Agency is designated by the State of New Hampshire, Department of Health and Human Services. As part of this designation, the Department conducts Governance Audits to ensure that Area Agencies are meeting contract requirements. Re-designation includes a number of tools to assist the Department to measure the performance of the Area Agencies. New Hampshire participates in the National Core Indicators, a national effort that uses standard measures of performance in each participating state to assess the outcomes of services provided to individuals and families. In addition, as part of compliance with the Home and Community Based Waivers, the Department is required to conduct ongoing service reviews.

Should Governor and Executive Council not approve these Requested Actions, approximately 12,500 individuals served through the area agencies will be without services necessary to maintain their health, safety and welfare in accordance with RSA 171-A.

Area served: Statewide.

Source of funds: 17% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of

Federal and Domestic Assistance #84.181A, Federal Award Identification Number H181A170127, and 83% General Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

Financial Details

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

Area Agency of Greater Nashua (Vendor Code 155784-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $346,116 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $343,326 |
| | | | ***Subtotal*** | $689,442 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $213,770 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $219,472 |
| | | | ***Subtotal*** | $433,242 |

Community Bridges (Vendor Code 155658-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $615,617 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $617,777 |
| | | | ***Subtotal*** | $1,233,394 |

Community Crossroads, Inc. (Vendor Code 155293-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $496,971 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $499,971 |
| | | | ***Subtotal*** | $996,942 |

Developmental Services of Sullivan County (Vendor Code 167142-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $157,125 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $149,704 |
| | | | ***Subtotal*** | $306,829 |

Lakes Region Community Services Council (Vendor Code 177251-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $1,026,204 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $1,032,004 |
| | | | ***Subtotal*** | $2,058,208 |

Monadnock Developmental Services (Vendor Code 177280-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $270,979 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $245,644 |
| | | | ***Subtotal*** | $516,623 |

Financial Details

Moore Center Services, Inc. (Vendor Code 154355-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $181,550 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $176,540 |
| | | | ***Subtotal*** | $358,090 |

Northern Human Services (Vendor Code 177222-B004) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $246,476 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $244,924 |
| | | | ***Subtotal*** | $491,400 |

One Sky Community Services (Vendor Code 155666-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007013 | $671,921 |
| 2021 | 102-500731 | Contracts for program services | 93007013 | $667,811 |
| | | | ***Subtotal*** | $1,339,732 |
| | | **Total Family Support Services** | | **$8,423,902** |

**05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INVERVENTION (100% General Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $575,750 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $497,200 |
| | | | ***Subtotal*** | $1,072,950 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $202,750 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $197,048 |
| | | | ***Subtotal*** | $399,798 |

Community Bridges (Vendor Code 155658-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $245,000 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $244,500 |
| | | | ***Subtotal*** | $489,500 |

Community Crossroads, Inc. (Vendor Code 155293-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $704,500 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $701,500 |
| | | | ***Subtotal*** | $1,406,000 |

Developmental Services of Sullivan County (Vendor Code 167142-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $69,000 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $74,700 |
| | | | ***Subtotal*** | $143,700 |

## Financial Details

Lakes Region Community Services Council (Vendor Code 177251-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $60,250 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $54,450 |
| | | | ***Subtotal*** | $114,700 |

Monadnock Developmental Services (Vendor Code 177280-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $115,000 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $112,500 |
| | | | ***Subtotal*** | $227,500 |

Moore Center Services, Inc. (Vendor Code 154355-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $296,500 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $299,850 |
| | | | ***Subtotal*** | $596,350 |

Northern Human Services (Vendor Code 177222-B004) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $3,498 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $5,050 |
| | | | ***Subtotal*** | $8,548 |

One Sky Community Services (Vendor Code 155666-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007014 | $467,250 |
| 2021 | 102-500731 | Contracts for program services | 93007014 | $552,700 |
| | | | ***Subtotal*** | $1,019,950 |
| | | **Total Early Intervention** | | **$5,478,996** |

**05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $218,800 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $300,140 |
| | | | ***Subtotal*** | $518,940 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $109,400 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $109,400 |
| | | | ***Subtotal*** | $218,800 |

Community Bridges (Vendor Code 155658-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $190,740 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $189,080 |
| | | | ***Subtotal*** | $379,820 |

Community Crossroads, Inc. (Vendor Code 155293-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $254,642 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $254,642 |
| | | | ***Subtotal*** | $509,284 |

## Financial Details

Developmental Services of Sullivan County (Vendor Code 167142-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $71,220 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $69,560 |
| | | | ***Subtotal*** | $140,780 |

Lakes Region Community Services Council (Vendor Code 177251-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $102,760 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $102,760 |
| | | | ***Subtotal*** | $205,520 |

Monadnock Developmental Services (Vendor Code 177280-B002) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $152,400 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $154,060 |
| | | | ***Subtotal*** | $306,460 |

Moore Center Services, Inc. (Vendor Code 154355-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $326,700 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $328,360 |
| | | | ***Subtotal*** | $655,060 |

Northern Human Services (Vendor Code 177222-B004) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $34,700 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $34,700 |
| | | | ***Subtotal*** | $69,400 |

One Sky Community Services (Vendor Code 155666-B001) PO #

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93007852 | $266,940 |
| 2021 | 102-500731 | Contracts for program services | 93007852 | $185,600 |
| | | | ***Subtotal*** | $452,540 |
| | | **Total Contract Part C** | | **$3,456,604** |

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93005947 | $104,125 |
| 2021 | 102-500731 | Contracts for program services | 93005947 | $104,125 |
| | | | ***Subtotal*** | **$208,250** |
| | | ***Total Price Specific to Vendor*** | | **$17,567,752** |

## Financial Details

Funding Amounts Shared by Vendors as follows:

For Continuing Education

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93025947 | $74,890 |
| 2021 | 102-500731 | Contracts for program services | 93025947 | $74,890 |
| | | | ***Subtotal*** | $149,780 |

For Family Centered Early Supports and Services (FCESS)

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93017013 | $311,000 |
| 2021 | 102-500731 | Contracts for program services | 93017013 | $311,000 |
| | | | ***Subtotal*** | $622,000 |

**05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 502-500891 | Payments to Providers | 93017852 | $340,000 |
| 2021 | 502-500891 | Payments to Providers | 93017852 | $340,000 |
| | | | ***Subtotal*** | $680,000 |

For Room and Board

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93017100 | $2,000,000 |
| 2021 | 102-500731 | Contracts for program services | 93017100 | $2,000,000 |
| | | | ***Subtotal*** | $4,000,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for program services | 93017016 | $500,000 |
| 2021 | 102-500731 | Contracts for program services | 93017016 | $500,000 |
| | | | ***Subtotal*** | $1,000,000 |

| | |
|---|---|
| **Total Price Shared** | **$6,451,780** |
| **Total Price for All Vendors** | **$24,019,532** |

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-06)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Area Agency of Greater Nashua, Inc. | | 1.4 Contractor Address<br>144 Canal Street<br>Nashua NH 03060 | |
| 1.5 Contractor Phone Number<br>603-459-2718 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$8,733,112 |
| 1.9 Contracting Officer for State Agency<br>Natahn D. White, Director | | 1.10 State Agency Telephone Number<br>603-271-96310 | |
| 1.11 Contractor Signature<br>Sandra Pelletier | | 1.12 Name and Title of Contractor Signatory<br>Sandra Pelletier CEO/President | |

1.13 Acknowledgement: State of N.H. , County of Hillsborough

On May 13, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Janice M. Lewis

1.13.2 Name and Title of Notary or Justice of the Peace

Janice M. Lewis Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division LTSS |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials SP
Date 5/13/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials SP
Date 5/13/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials SP

Date 5/13/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and

Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined)

statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest

Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the

corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 6 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire

Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 540 | 545 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of

FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule

He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire

Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 635 | 80 | 324 | 231 | 48,005 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 31.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 871 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 6 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 25.5 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and

responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $2000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 Gateways Community Services

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 93 | 175,630 |
| **Community Participation Services** | | | |
| | Day | 93 | 418,752 |
| | SEP | 161 | 584,905 |
| **In Home Support Services** | | | |
| | In Home Supports | 90 | 1,080 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 45 | 227,604 |
| | Residential | 43 | 15,464 |
| **Residential Services** | | | |
| | Residential | 189 | 67,651 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 4 | 15,461 |
| | Residential | 19 | 6,460 |
| | Consolidated Services | 10 | 120 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 217 | 2,591 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

2. Notwithstanding Paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds.

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

**3. Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $139,697.

**4. Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $3,000.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered

Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and

Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

**9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any

event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

**DEFINITIONS**

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Gateways Community Services

5/13/19
Date

Name: Sandra Pelletier
Title: CEO/President

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name: Gateways Community Services

5/13/19
Date

Name: Sandra Pelletier
Title: CEO/President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Gateways Community Services

5/13/14
Date

Name: Sandra Pelletier
Title: CEO/President

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name: Gateways Community Services

5/13/14
Date

Name: Sandra Pelletier
Title: CEO/President

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Gateways Community Services

5/13/19
Date

Name: Sandra Pelletier
Title: 5/13/19

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Gateways Community Services |
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | Sandra Pelletier |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | CEO/President |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/13/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Gateways Community Services

5/13/19
Date

Name: Sandra Pelletier
Title: CEO/President

## FORM A

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

1. The DUNS number for your entity is: 193539343

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?

   _____ 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

## IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. 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: **74294**

Certificate Number: **0004486445**




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

William M. Gardner
Secretary of State

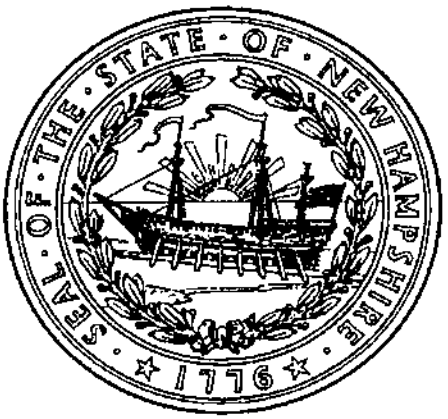
# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. 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: **593338**

Certificate Number: **0004486409**




IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2019.

William M. Gardner

Secretary of State

# CERTIFICATE OF VOTE

I, Mark M. Thornton, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Member of Area Agency of Greater Nashua, Inc. D.B.A. Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of

the Agency duly held on April 17, 2019:
(Date)

**RESOLVED:** That the President/CEO
(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 13 day of May, 2019.
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark M. Thornton
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 13th day of May, 2019.

By Mark Thornton.
(Name of Elected Officer of the Agency)

Janice M. Lewis
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/11/22

Client#: 492697 GATEWCOM

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2019

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Insurance Company | 32204 |
| INSURER B : ASR Mutual Insurance Company | 33758 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Area Agency of Greater Nashua, Inc. dba
Gateways Community Services
144 Canal Street
Nashua, NH 03064

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | PHPK1768265 | 01/23/2019 | 01/23/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$10,000<br>$1,000,000<br>$3,000,000<br>$3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | PHPK1768263 | 01/23/2019 | 01/23/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10000 | | | PHUB615515 | 01/23/2019 | 01/23/2020 | EACH OCCURRENCE<br>AGGREGATE | $3,000,000<br>$3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | ECC60040028612018 | 07/01/2018 | 07/01/2019 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $500,000<br>$500,000<br>$500,000 |
| A | Professional Liab | | | PHPK1768265 | 01/23/2019 | 01/23/2020 | $1,000,000 Ea. Incident<br>$3,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER

DHHS/BEAS
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

SZBZP




## Mission

GCS believes that all people are of great value.

We provide innovative, high quality, long term services to support individuals throughout their lifetimes so they can lead meaningful lives in their communities.

BerryDunn

[redacted]

GATEWAYS COMMUNITY SERVICES

# CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report

[redacted]

BerryDunn

## INDEPENDENT AUDITOR'S REPORT

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and support, functional 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 (U.S. GAAP); 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 financial position of the Organization as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2018

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statements of Financial Position

### June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| **ASSETS** | | |
| Current assets | | |
| Cash | **$ 2,290,574** | $ 1,391,317 |
| Client accounts | **494,097** | 491,309 |
| Accounts receivable, net of allowance for doubtful accounts of $113,924 and $82,722 in 2018 and 2017, respectively | **5,687,296** | 5,915,359 |
| Prepaid expenses and other current assets | **143,409** | 140,626 |
| Total current assets | **8,615,376** | 7,938,611 |
| Property and equipment, net | **2,339,041** | 2,447,245 |
| Deposits | **111,417** | 54,700 |
| Beneficial interest in an agency fund | **38,308** | 35,797 |
| Total assets | **$ 11,104,142** | $ 10,476,353 |
| **LIABILITIES AND NET ASSETS** | | |
| Current liabilities | | |
| Current portion of long-term debt | **$ 96,009** | $ 464,182 |
| Accounts payable | **2,309,992** | 2,200,407 |
| Accrued expenses and other current liabilities | **1,281,833** | 1,032,357 |
| Deferred revenue | **1,558,030** | 1,559,464 |
| Client accounts | **494,097** | 491,309 |
| Total current liabilities | **5,739,961** | 5,747,719 |
| Long-term debt, net of current portion | **471,872** | 208,091 |
| Total liabilities | **6,211,833** | 5,955,810 |
| Net assets | | |
| Unrestricted | **4,874,614** | 4,490,239 |
| Temporarily restricted | **17,695** | 30,304 |
| Total net assets | **4,892,309** | 4,520,543 |
| Total liabilities and net assets | **$ 11,104,142** | $ 10,476,353 |

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

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statement of Activities

### For the Year Ended June 30, 2018
### (With Comparative Totals for the Year Ended June 30, 2017)

| | Unrestricted | Temporarily Restricted | 2018 Total | 2017 Total |
|---|---|---|---|---|
| Revenue and support | | | | |
| Medicaid | $ 41,813,687 | $ - | $ 41,813,687 | $ 40,192,850 |
| New Hampshire Department of Developmental Services | 1,404,307 | - | 1,404,307 | 864,413 |
| Veterans individual program service | 3,387,092 | - | 3,387,092 | 2,954,678 |
| Contributions and grants | 1,052,111 | 7,618 | 1,059,729 | 1,001,288 |
| Client fees | 186,604 | - | 186,604 | 173,960 |
| Adult day service program | 204,079 | - | 204,079 | 206,426 |
| Rental income | 41,825 | - | 41,825 | 38,460 |
| Other revenues | 516,043 | - | 516,043 | 378,201 |
| The PLUS Company, Inc. services | 131,996 | - | 131,996 | 131,988 |
| United Way | 13,471 | - | 13,471 | 14,829 |
| Third party insurance | 1,401,349 | - | 1,401,349 | 1,022,611 |
| Production sales and service | 175,215 | - | 175,215 | 139,346 |
| Net assets released from restrictions | 20,227 | (20,227) | - | - |
| Total revenue and support | 50,348,006 | (12,609) | 50,335,397 | 47,119,050 |
| Operating expenses | | | | |
| Program services | | | | |
| Adult services | 37,889,769 | - | 37,889,769 | 36,210,707 |
| Children services | 4,293,965 | - | 4,293,965 | 3,723,900 |
| Elder services | 4,837,583 | - | 4,837,583 | 4,377,235 |
| Total program services | 47,021,317 | - | 47,021,317 | 44,311,842 |
| Supporting services | | | | |
| General management | 2,742,000 | - | 2,742,000 | 2,521,771 |
| Fundraising | 200,314 | - | 200,314 | 95,337 |
| Total supporting services | 2,942,314 | - | 2,942,314 | 2,617,108 |
| Total operating expenses | 49,963,631 | - | 49,963,631 | 46,928,950 |
| Change in net assets | 384,375 | (12,609) | 371,766 | 190,100 |
| Net assets, beginning of year | 4,490,239 | 30,304 | 4,520,543 | 4,330,443 |
| Net assets, end of year | $ 4,874,614 | $ 17,695 | $ 4,892,309 | $ 4,520,543 |

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

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statement of Activities

### Year Ended June 30, 2017

| | Unrestricted | Temporarily Restricted | Total |
|---|---|---|---|
| Revenue and support | | | |
| Medicaid | $ 40,192,850 | $ - | $ 40,192,850 |
| New Hampshire Department of Developmental Service | 864,413 | - | 864,413 |
| Veterans individual service program | 2,954,678 | - | 2,954,678 |
| Contributions and grants | 981,189 | 20,099 | 1,001,288 |
| Client fees | 173,960 | - | 173,960 |
| Adult day service program | 206,426 | - | 206,426 |
| Rental income | 38,460 | - | 38,460 |
| Other revenues | 378,201 | - | 378,201 |
| The PLUS Company, Inc. services | 131,988 | - | 131,988 |
| United Way | 14,829 | - | 14,829 |
| Third party insurance | 1,022,611 | - | 1,022,611 |
| Production sales and service | 139,346 | - | 139,346 |
| Net assets released from restrictions | 13,466 | (13,466) | - |
| Total revenue and support | 47,112,417 | 6,633 | 47,119,050 |
| Operating expenses | | | |
| Program services | | | |
| Adult services | 36,210,707 | - | 36,210,707 |
| Children services | 3,723,900 | - | 3,723,900 |
| Elder services | 4,377,235 | - | 4,377,235 |
| Total program services | 44,311,842 | - | 44,311,842 |
| Supporting services | | | |
| General management | 2,521,771 | - | 2,521,771 |
| Fundraising | 95,337 | - | 95,337 |
| Total supporting services | 2,617,108 | - | 2,617,108 |
| Total operating expenses | 46,928,950 | - | 46,928,950 |
| Change in net assets | 183,467 | 6,633 | 190,100 |
| Net assets, beginning of year | 4,306,772 | 23,671 | 4,330,443 |
| Net assets, end of year | $ 4,490,239 | $ 30,304 | $ 4,520,543 |

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

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.

## Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2018

| | General Management | Fundraising | Adult Services | Children Services | Elder Services | Total Area Agency Revenues | Area Agency Properties | Eliminations | Total Program Services |
|---|---|---|---|---|---|---|---|---|---|
| Medicaid | $ - | $ - | $ 39,186,465 | $ 2,095,343 | $ 531,879 | $ 41,813,687 | $ - | $ - | $ 41,813,687 |
| New Hampshire Department of Developmental Services | - | - | 596,670 | 807,637 | - | 1,404,307 | - | - | 1,404,307 |
| Veterans individual service program | - | - | - | - | 3,387,092 | 3,387,092 | - | - | 3,387,092 |
| Contributions and grants | - | 71,691 | 26,001 | 48,354 | 913,683 | 1,059,729 | - | - | 1,059,729 |
| Client fees | - | - | 175,396 | - | - | 175,396 | 11,208 | - | 186,604 |
| Adult day service program | - | - | - | - | 204,079 | 204,079 | - | - | 204,079 |
| Rental income | - | - | 41,825 | - | - | 41,825 | 436,307 | (436,307) | 41,825 |
| Other revenues | 1,947 | 2,513 | 222,131 | 255,981 | 33,405 | 515,977 | 66 | - | 516,043 |
| The PLUS Company, Inc. service | 130,244 | 17 | 1,311 | 367 | 57 | 131,996 | - | - | 131,996 |
| United Way | - | - | 1,588 | - | 11,883 | 13,471 | - | - | 13,471 |
| Third party insurance | - | - | - | 1,401,349 | - | 1,401,349 | - | - | 1,401,349 |
| Production sales and service | 27,789 | - | 61,840 | 85,586 | - | 175,215 | - | - | 175,215 |
| Management fees | - | - | 77,538 | - | - | 77,538 | - | (77,538) | - |
| Total revenue and support | $ 159,980 | $ 74,221 | $ 40,390,765 | $ 4,694,617 | $ 5,082,078 | $ 50,401,661 | $ 447,581 | $ (513,845) | $ 50,335,397 |

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

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statement of Functional Revenue and Support

### For the Year Ended June 30, 2017

| | General Management | Fundraising | Adult Services | Children Services | Elder Services | Total Area Agency Revenues | Area Agency Properties | Eliminations | Total Program Services |
|---|---|---|---|---|---|---|---|---|---|
| Medicaid | $ - | $ - | $ 37,707,596 | $ 1,962,899 | $ 522,355 | $ 40,192,850 | $ - | $ - | $ 40,192,850 |
| New Hampshire Department of Developmental Services | - | - | 186,554 | 697,859 | - | 884,413 | - | - | 884,413 |
| Veterans individual service program | - | - | - | - | 2,954,678 | 2,954,678 | - | - | 2,954,678 |
| Contributions and grants | - | 53,050 | 18,693 | 107,133 | 822,412 | 1,001,288 | - | - | 1,001,288 |
| Client fees | - | - | 173,960 | - | - | 173,960 | - | - | 173,960 |
| Adult day service program | - | - | - | - | 206,426 | 206,426 | - | - | 206,426 |
| Rental income | - | - | 38,460 | - | - | 38,460 | 390,588 | (390,588) | 38,460 |
| Other revenues | 2,570 | 4,259 | 181,433 | 143,737 | 46,123 | 378,113 | 88 | - | 378,201 |
| The PLUS Company, Inc. services | 130,556 | 9 | 1,303 | - | 120 | 131,988 | - | - | 131,988 |
| United Way | - | - | 2,032 | - | 12,797 | 14,829 | - | - | 14,829 |
| Third party insurance | - | - | - | 1,022,611 | - | 1,022,611 | - | - | 1,022,611 |
| Production sales and service | 22,435 | - | 50,833 | 65,375 | 703 | 139,346 | - | - | 139,346 |
| Management fees | - | - | 77,154 | - | - | 77,154 | - | (77,154) | - |
| Total revenue and support | $ 155,561 | $ 57,309 | $ 38,418,018 | $ 3,999,614 | $ 4,565,614 | $ 47,196,116 | $ 390,676 | $ (467,742) | $ 47,119,050 |

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

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statement of Functional Expenses

### For the Year Ended June 30, 2018

| | General Management | Fundraising | Adult Services | Children Services | Elder Services | Area Agency Expenses | Area Agency Properties | Eliminations | Total Program Expenses |
|---|---|---|---|---|---|---|---|---|---|
| Payroll and related expenses | | | | | | | | | |
| Salaries and wages | $ 1,444,299 | $ 91,254 | $ 3,212,954 | $ 2,445,982 | $ 2,959,547 | $ 10,154,036 | $ - | $ - | $ 10,154,036 |
| Contract staff | 88,975 | - | 20,377 | 19,834 | - | 129,186 | 7,236 | - | 136,422 |
| Employee benefits | 332,694 | 28,622 | 815,284 | 535,331 | 195,676 | 1,907,607 | - | - | 1,907,607 |
| Payroll taxes | 91,270 | 6,469 | 230,077 | 175,012 | 223,097 | 725,925 | - | - | 725,925 |
| Total payroll and related expenses | 1,957,238 | 126,345 | 4,278,692 | 3,176,159 | 3,378,320 | 12,916,754 | 7,236 | - | 12,923,990 |
| Other expenses | | | | | | | | | |
| Client treatment services | - | - | 3,618,526 | 669,603 | 820,690 | 5,108,819 | - | - | 5,108,819 |
| Professional fees | 438,871 | 7,538 | 397,099 | 86,310 | 506,180 | 1,435,998 | - | - | 1,435,998 |
| Staff development and training | 40,286 | 5,489 | 39,642 | 14,589 | 1,338 | 101,344 | - | - | 101,344 |
| Rent and mortgage interest | 23,573 | 1,565 | 392,300 | 130,720 | 92,055 | 640,213 | 22,943 | (436,307) | 226,849 |
| Other occupancy costs | - | - | - | - | - | - | 31,675 | - | 31,675 |
| Utilities | 5,211 | 349 | 27,137 | 24,306 | 1,177 | 58,180 | 4,413 | - | 62,593 |
| Repairs and maintenance | 12,770 | 465 | 120,539 | 35,016 | 1,846 | 170,636 | 194,891 | (77,538) | 287,989 |
| Office, building and household | 48,598 | 2,364 | 48,071 | 54,023 | 8,742 | 161,798 | 572 | - | 162,370 |
| Equipment rental | 16,089 | 495 | 38,499 | 10,848 | 3,125 | 69,056 | - | - | 69,056 |
| Advertising | 5,512 | 17,194 | 557 | 1,325 | 1,000 | 25,588 | - | - | 25,588 |
| Communications | 6,495 | 214 | 26,056 | 9,431 | 4,565 | 46,761 | - | - | 46,761 |
| Transportation | 8,009 | 336 | 200,964 | 34,832 | 5,175 | 249,316 | 114 | - | 249,430 |
| Insurance | 20,042 | 396 | 30,776 | 8,612 | 1,699 | 61,525 | 17,328 | - | 78,853 |
| Other | 159,414 | 37,590 | 45,756 | 25,345 | 20,261 | 288,366 | 320 | - | 288,686 |
| Subcontractor | - | - | 28,673,151 | 13,373 | - | 28,686,524 | - | - | 28,686,524 |
| Total other expenses | 784,870 | 73,995 | 33,659,073 | 1,118,333 | 1,467,853 | 37,104,124 | 272,256 | (513,845) | 36,862,535 |
| Total operating expenses before depreciation and Area Agency Properties and elimination allocations | 2,742,108 | 200,340 | 37,937,765 | 4,294,492 | 4,846,173 | 50,020,878 | 279,492 | (513,845) | 49,786,525 |
| Depreciation | 5,542 | 371 | 29,141 | 8,074 | 1,251 | 44,379 | 132,727 | - | 177,106 |
| Area Agency Properties expense allocation | 22,916 | 1,611 | 312,884 | 34,889 | 39,919 | 412,219 | (412,219) | - | - |
| Elimination allocation | (28,566) | (2,008) | (390,021) | (43,490) | (49,760) | (513,845) | - | 513,845 | - |
| Total operating expenses | $ 2,742,000 | $ 200,314 | $ 37,889,769 | $ 4,293,965 | $ 4,837,583 | $ 49,963,631 | $ - | $ - | $ 49,963,631 |

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

## AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

### Consolidated Statement of Functional Expenses

### For the Year Ended June 30, 2017

| | General Management | Fundraising | Adult Services | Children Services | Elder Services | Area Agency Expenses | Area Agency Properties | Eliminations | Total Program Expenses |
|---|---|---|---|---|---|---|---|---|---|
| Payroll and related expenses | | | | | | | | | |
| Salaries and wages | $ 1,313,099 | $ 25,490 | $ 3,149,642 | $ 2,174,321 | $2,574,717 | $ 9,237,268 | $ - | $ - | $ 9,237,268 |
| Contract staff | 86,012 | 3 | 18,808 | 114 | 37 | 104,974 | - | - | 104,974 |
| Employee benefits | 353,003 | 6,338 | 608,661 | 399,893 | 155,552 | 1,523,447 | - | - | 1,523,447 |
| Payroll taxes | 92,660 | 1,935 | 235,189 | 164,339 | 196,590 | 690,713 | - | - | 690,713 |
| Total payroll and related expenses | 1,844,773 | 33,766 | 4,012,300 | 2,738,667 | 2,926,896 | 11,556,402 | - | - | 11,556,402 |
| Other expenses | | | | | | | | | |
| Client treatment services | 2,243 | - | 3,313,377 | 667,429 | 825,963 | 4,809,012 | - | - | 4,809,012 |
| Professional fees | 426,011 | 2,045 | 535,181 | 72,108 | 467,996 | 1,505,341 | 6,852 | (6,852) | 1,505,341 |
| Staff development and training | 32,423 | 5,157 | 66,780 | 15,503 | 2,162 | 122,025 | - | - | 122,025 |
| Rent and mortgage interest | 101,728 | 809 | 351,630 | 55,106 | 10,570 | 519,843 | 25,674 | (390,588) | 155,929 |
| Other occupancy costs | - | - | - | - | - | - | 36,862 | - | 36,862 |
| Utilities | 4,232 | 196 | 27,827 | 8,599 | 2,559 | 43,413 | 1,168 | - | 44,581 |
| Repairs and maintenance | 7,000 | 323 | 98,806 | 15,759 | 4,628 | 126,516 | 191,882 | (70,302) | 248,096 |
| Office, building and household | 36,161 | 511 | 40,404 | 16,470 | 9,702 | 107,248 | 1,244 | - | 108,492 |
| Equipment rental | 17,408 | 253 | 35,967 | 10,469 | 5,339 | 69,436 | - | - | 69,436 |
| Advertising | 4,809 | 7,512 | 2,847 | 1,952 | 254 | 17,374 | - | - | 17,374 |
| Communications | 6,405 | 112 | 23,840 | 5,641 | 5,100 | 41,098 | 192 | - | 41,290 |
| Transportation | 6,208 | 1,053 | 164,286 | 33,478 | 13,015 | 218,040 | 2,916 | - | 220,956 |
| Insurance | 17,606 | 188 | 26,655 | 7,646 | 2,848 | 54,943 | 15,370 | - | 70,313 |
| Other | 9,192 | 43,338 | 69,011 | 51,891 | 101,811 | 275,243 | 589 | - | 275,832 |
| Subcontractor | - | - | 27,454,379 | 17,110 | - | 27,471,489 | - | - | 27,471,489 |
| Total other expenses | 675,426 | 61,497 | 32,210,990 | 981,161 | 1,451,947 | 35,381,021 | 283,749 | (467,742) | 35,197,028 |
| Total operating expenses before depreciation and Area Agency Properties and elimination allocations | 2,520,199 | 95,263 | 36,223,290 | 3,719,828 | 4,378,843 | 46,937,423 | 283,749 | (467,742) | 46,753,430 |
| Depreciation | 4,360 | 202 | 28,957 | 8,224 | 2,636 | 44,379 | 131,141 | - | 175,520 |
| Area Agency Properties expense allocation | 21,881 | 1,000 | 326,102 | 32,589 | 33,318 | 414,890 | (414,890) | - | - |
| Elimination allocation | (24,669) | (1,128) | (367,642) | (36,741) | (37,562) | (467,742) | - | 467,742 | - |
| Total operating expenses | $ 2,521,771 | $ 95,337 | $36,210,707 | $ 3,723,900 | $4,377,235 | $ 46,928,950 | $ - | $ - | $ 46,928,950 |

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Cash Flows**

**For the Years Ended June 30, 2018 and 2017**

| | 2018 | 2017 |
|---|---|---|
| Cash flows from operating activities | | |
| Cash received from revenue and support | $ 50,554,416 | $ 46,703,956 |
| Cash paid to suppliers and employees | (49,407,304) | (46,528,304) |
| Interest received | 5,099 | 2,104 |
| Interest paid | (22,943) | (26,674) |
| Net cash provided by operating activities | 1,129,268 | 151,082 |
| Cash flows from investing activities | | |
| Change in deposits | (56,717) | 23,857 |
| Acquisition of property and equipment | (68,902) | (44,526) |
| Net cash used by investing activities | (125,619) | (20,669) |
| Cash flows from financing activities | | |
| Proceeds from long-term debt issuance | 200,000 | - |
| Payments on long-term debt | (304,392) | (60,053) |
| Net cash used by financing activities | (104,392) | (60,053) |
| Net increase in cash | 899,257 | 70,360 |
| Cash, beginning of year | 1,391,317 | 1,320,957 |
| Cash, end of year | $ 2,290,574 | $ 1,391,317 |
| Reconciliation of change in net assets to net cash provided by operating activities | | |
| Change in net assets | $ 371,766 | $ 190,100 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 177,106 | 175,520 |
| Loss on disposal of property and equipment | - | 516 |
| Change in beneficial interest in an agency fund | (2,511) | (4,021) |
| Change in assets and liabilities | | |
| Decrease (increase) in accounts receivable | 228,063 | (512,091) |
| (Increase) decrease in prepaid expenses and other current assets | (2,783) | 14,788 |
| Increase (decrease) in accounts payable | 109,585 | (125,642) |
| Increase in accrued expenses and other current liabilities | 249,476 | 308,790 |
| (Decrease) increase in deferred revenue | (1,434) | 103,122 |
| Net cash provided by operating activities | $ 1,129,268 | $ 151,082 |
| Supplemental information | | |
| Refinancing of long-term debt | $ 160,226 | $ - |

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

## Nature of Activities

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

## 1. Summary of Significant Accounting Policies

### Principles of Consolidation

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

### Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and 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:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

**Income Taxes**

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

**Cash**

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 with respect to these accounts.

**Accounts Receivable**

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of $113,924 and $82,722 was recognized at June 30, 2018 and 2017, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

| Description | Estimated Lives |
|---|---|
| Buildings and building improvements | 10-40 years |
| Furniture, equipment and vehicles | 5-10 years |

**Deferred Revenue**

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

**Functional Allocation of Expenses**

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

**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 25, 2018, which is the date that the consolidated financial statements were available to be issued.

## 2. Property and Equipment

Property and equipment consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Land and improvements | $ 604,520 | $ 604,520 |
| Building improvements | 3,572,967 | 3,506,745 |
| Vehicles | 14,452 | 14,452 |
| Equipment and furniture | 496,932 | 496,932 |
| | 4,688,871 | 4,622,649 |
| Less accumulated depreciation | (2,349,830) | (2,175,404) |
| | $ 2,339,041 | $ 2,447,245 |

## 3. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of $2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (5.00% at June 30, 2018). The Organization had no outstanding balance at June 30, 2018 and 2017. The line of credit is due for renewal on February 28, 2020.

## 4. Long-Term Debt

Long-term debt consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Mortgage note, payable in monthly installments of $2,872 including interest at 3.35%, with a balloon payment in May 2018; collateralized by real estate. The mortgage note payable was refinanced in May 2018. | $ - | $ 422,644 |
| New Hampshire Health and Education Facilities Authority note payable, due in monthly installments of $3,419 including interest at 1.00%, through June 2023; collateralized by a first position lien on land and buildings. | 200,000 | - |
| Mortgage note payable in second position, due in monthly installments of $1,670 including interest at 4.56%, through June 2028; collateralized by a second lien position on land and buildings. | 160,226 | - |
| Mortgage note, payable in monthly installments of $2,408 including interest at 3.75%, through January 2022; collateralized by real estate. | 97,171 | 121,556 |
| Mortgage note, payable in monthly installments of $1,928 including interest at 4.55%, through November 2023; collateralized by real estate. | 110,484 | 128,073 |
| | 567,881 | 672,273 |
| Less current portion | (96,009) | (464,182) |
| Long-term debt, net of current portion | $ 471,872 | $ 208,091 |

Long-term debt maturities for the next five years are as follows:

| | |
|---|---|
| 2019 | $ 96,009 |
| 2020 | 99,102 |
| 2021 | 102,337 |
| 2022 | 93,285 |
| 2023 | 78,528 |

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2018 and 2017.

## 5. Concentration of Credit Risk

For the years ended June 30, 2018 and 2017, approximately 83% and 85%, respectively, of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2018 and 2017, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 46% and 50%, respectively.

## 6. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. For the years ended June 30, 2018 and 2017, approximately 63% and 64%, respectively, of the revenue and support generated by PLUS was for subcontractor services paid for by Gateways, making PLUS financially dependent on Gateways.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2018 and 2017, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2018 and 2017 is allowed but not required. The Organization's general purpose combined financial statements, which are presented separately from these financial statements, include the accounts of PLUS because it was deemed to provide a more meaningful presentation.

The following is summarized financial data of PLUS:

| | 2018 | 2017 |
|---|---|---|
| Total assets | $ 4,290,763 | $ 3,995,992 |
| Total liabilities | $ 2,548,191 | $ 2,330,317 |
| Total net assets | 1,742,572 | 1,665,675 |
| Total liabilities and net assets | $ 4,290,763 | $ 3,995,992 |
| Total revenue and support | $12,966,112 | $12,463,289 |
| Total operating expenses | 12,889,215 | 12,345,926 |
| Change in net assets | $ 76,897 | $ 117,363 |
| Due to PLUS included in accounts payable | $ 480,756 | $ 546,003 |
| PLUS services support included in subcontractor expense | $ 8,896,105 | $ 8,725,772 |

## 7. Retirement Plan

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. Additionally, the plan allows for additional discretionary contributions to be made to the plan. The total matching contributions charged to operations for the Plan were $176,835 and $154,382 for the years ended June 30, 2018 and 2017, respectively.

## 8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling its mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately $504,000 at June 30, 2018 and $468,000 at June 30, 2017.

The Organization is also a beneficiary of an agency fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2018 and 2017, the estimated value of the future distributions from the agency fund in the amount of $38,308 and $35,797, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of $1,000,000. There were no distributions from the funds in 2018 and 2017.

## 9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

**Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of $2,511 and $4,021 for the years ended June 30, 2018 and 2017, respectively.

# GATEWAYS COMMUNITY SERVICES
# BOARD OF DIRECTORS

***Updated April 10, 2019***

**Edgar R. Carter – Chair**
**Helen Honorow – Vice Chair**
**Mark Thornton* – Secretary**
**Joe Gamache* – Treasurer**

**Leah Brokhoff**
**Bob Corcoran***
**Peggy Gilmour**
**Jim McKenna**
**Jim Moran**
**Rich Pietravalle***
**Lauren Primmer***
**Lou Primmer***
**Sharron Rowlett-Moore**
**Marc Sadowsky**
**Lisa Scheib**
**Parker Thornton***

****indicates consumer***

# TIMOTHY A. LEACH, C.P.A.

## CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

## SUMMARY OF QUALIFICATIONS

***M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.***

***Expertise*** and ***knowledge*** in financial areas such as:

| | | |
|---|---|---|
| - *Certified Public Accountant* | - *Audits/Internal Controls* | - *Policy Design* |
| - *International Operations* | - *Finance/Fiscal Operations* | - *Budgeting* |
| - *Strategic/Organizational Planning* | - *Revenue Recognition* | - *Corporate Tax* |
| - *Foreign Currency Translations* | - *System Implementation* | - *Staff Development* |
| - *Consolidated Financials* | - *Procurement of Goods* | - *Asset Management* |

## SELECTED ACCOMPLISHMENTS

**IMPROVED** consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

**COORDINATED** annual audit and tax return prepared by Ernst & Young resulting in savings of $15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

**DEVELOPED** accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

**SUCCESSFULLY** implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

# TIMOTHY A. LEACH, C.P.A.

## PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH — 2003 – Present

**Chief Financial Officer**

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) — 2001 – 2003

**Senior Finance Manager**

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

**Senior Accountant**

- Implemented General Ledger, Accounts Payable/Receivable functions for a global internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH — 1989 – 2000

**Accounting Manager**

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH — 1988 – 1989

**Senior and Staff Accountant**

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

## EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH
Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

## LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

## ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach, Volunteer – Nashua Soup Kitchen

# SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333
spelletier@gatewayscs.org | www.gatewayscs.org

## PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

## EDUCATION

Leadership New Hampshire
**Certificate** - Intensive 10-month statewide leadership development program (seminar format) **1994**

Antioch College Management Institute, Keene, NH
**Certificate** - Management of Non-Profit Agencies **1983**

University of New Hampshire, Durham, NH
**M.Ed.** **1979**

University of Maine, Orono, ME
**B.A** **1977**
Summa cum Laude, Phi Beta Kappa

## PERSONAL AWARDS

| | |
|---|---|
| 25 Extraordinary Women – The Telegraph, Nashua, NH | **2013** |
| Easter Seals Special Achievement in the area of developmental services | **2003** |
| "Citizen of the Year" designate, The PLUS Company, Nashua, NH | **2001** |
| Recipient, "Book of Golden Deeds Award" from the Nashua Exchange Club | **1991** |
| Recipient, "Distinguished Service Award in the field of Developmental Disabilities" | **1989** |

## CORPORATE AWARDS

| | |
|---|---|
| Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University | **2012** |
| Recipient of "The Walter J. Dunfey Award for Excellence in Management" from the New Hampshire Charitable Foundation – The Corporate Fund | **1990** |

## EXPERIENCE

Gateways Community Services, Nashua, NH
**President/CEO** **1983 – Present**

Oversees a $55 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State's general funds, Federal Medicaid billings, Insurance dollars, and Development dollars

**Board Memberships**

| | |
|---|---|
| SHARE Outreach | **2015 – Present** |
| Rotary of Nashua West | **2002 – Present** |
| The PLUS Company, Nashua, NH | **1996 – Present** |
| CSNI, Concord, NH (founding Board Chair) | **1995 – Present** |
| New Futures | **2015 – 2018** |
| Regional Special Education Consortium, Amherst, NH | **1992 – 2015** |
| Endowment for Health Foundation – President of the Board | **2012 – 2014** |

**CONTRACTOR NAME**

Key Personnel

| | | | | |
|---|---|---|---|---|
| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
| Sandra Pelletier | President/CEO | $193,500.00 | 0% | 0% |
| Tim Leach | CFO | $120,000.00 | 0% | 0% |
| | | | | |
| | | | | |
| | | | | |

2020 K.B. **FORM NUMBER P-37 (version 5/8/15)**

Subject: Developmental and Acquired Brain Disorder Services (SS-~~2019~~-BDS-01-DEVEL-09)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Behavioral Health & Developmental Services of Strafford County, Inc. | | 1.4 Contractor Address<br>113 Crosby Road, Suite 1<br>Dover NH 03820-4375 | |
| 1.5 Contractor Phone Number<br>603-516-9300 ext 9522 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-5947-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$7,711,870 |
| 1.9 Contracting Officer for State Agency<br>~~E. Maria Reinemann, Esq.~~ Nathan White, Director K.B.<br>~~Director of Contracts and Procurement~~ | | 1.10 State Agency Telephone Number<br>~~603-271-9330~~ 603-271-9631 K.B. | |
| 1.11 Contractor Signature<br>Kathleen Boisclair | | 1.12 Name and Title of Contractor Signatory<br>Kathleen Boisclair, President | |

1.13 Acknowledgement: State of New Hampshire County of Strafford

On May 7, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Darlene E. Moore

1.13.2 Name and Title of Notary or Justice of the Peace

Darlene E. Moore

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz<br>Director, Division LTSS |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials K.B.
Date 5/7/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule:
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials K.B.
Date 5/2/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials K.B.
Date 5/7/19

## Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services.

1.4.3. PART He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community.

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences.

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications.

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services, as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department, upon request, documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.4. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI):

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individuals for whom there is an unmet need, the Contractor shall respond to the corrective action request within fifteen (15) working days, and shall ensure that the need is met. The Contractor shall document any corrective actions in the service coordination case notes. Corrective actions may include, but are not limited to, ensuring that the individuals with unmet needs are added to a waitlist for funding.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval, and agrees that the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Agreement with Local Community Mental Health Center:

2.5.1. The Contractor shall work with the Community Mental Health Center that serves the region to address processes that enable collaboration for the following:

2.5.1.1. Services for those dually eligible for both organizations.

2.5.1.2. Transition plans for youth leaving children's services.

2.5.1.3. An Emergency Department protocol for individual's dually eligible.

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital.

2.5.1.5. An annual orientation for case management/intake staff of both organizations.

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. Risk Management:

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. Wait List Registry:

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the waitlist, no later than thirty (30) days after the change of status.

2.7.3. The Contractor shall enter all required information into the Wait List Registry to document the need for funding and services.

2.7.4. The Contractor shall rank when the individual is receiving Waitlist Funding, and remove each individual from the Wait List Registry within 5 Days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.5. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than thirty (30) days from the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall notify the Department, and shall provide an explanation for the delay.

2.7.6. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. Out of State Placements:

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, but such living arrangements must be approved by Department on a case-by-case basis.

2.9. Employment Data System (EDS):

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. NHLeads:

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. No Wrong Door System:

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6.

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long-term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:

2.11.4.1. ServiceLink.

2.11.4.2. Area Agencies.

2.11.4.3. DHHS Division of Economic and Housing Stability.

2.11.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. Complaint Investigation

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and shall follow through with the recommendations that are made from both founded and unfounded reports.

2.13. CMS Corrective Action Plan and New Requirements Compliance

2.13.1. The Contractor agrees to work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi).

2.14. Maintenance of Fiscal Integrity

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow

Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Area Agencies that operate as dual agencies for Behavioral Health and Developmental Disabilities services shall break out these statements separately for Developmental Disabilities (DD) & Bureau of Mental Health Services (BHMS). Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand:

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio:

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio:

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets:

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost

centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines:

2.14.9.1. If the Contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

## Scope of Services: Detailed Service Descriptions

### 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers.

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 9 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 275 | 275 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 300 | 0 | 160 | 140 | 95497 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including,

but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification

of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 504 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 4 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $5000 in Client Services Funds to cover gaps of services not otherwise covered and to

ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

## 14. Council on Youth with Chronic Conditions; DD & ABD Quality Councils; and, Autism Council's Support

14.1. The Contractor shall provide administrative support to the Council for Youths with Chronic Conditions (CYCC), Developmental Services and Acquired Brain Disorder Quality Council, and the Autism Council.

14.2. The Contractor shall hire a full time employee to provide administrative support to the three councils.

14.3. The Contractor shall develop a Memorandum of Understanding (MOU) that outlines the roles and responsibilities of each party, agreed to and signed by each party.

# Exhibit A-2 Behavioral Health and Development Services of Strafford County

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 33 | 42,109 |
| **Community Participation Services** | | | |
| | Day | 159 | 653,718 |
| | SEP | 14 | 16,839 |
| **In Home Support Services** | | | |
| | In Home Supports | 33 | 396 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 34 | 155,831 |
| | Residential | 34 | 9,232 |
| **Residential Services** | | | |
| | Residential | 99 | 28,250 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 13 | 46,329 |
| | Residential | 23 | 6,777 |
| | Consolidated Services | 3 | 36 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 94 | 1,121 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

**3. Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $75,873.

**4. Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $1500.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and

$311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of

action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL. (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause. have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners |
|---|---|
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Schmitz | Kathleen Boisclair |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | President |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/7/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/7/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

## FORM A

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

1. The DUNS number for your entity is: 149406691

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

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

Business ID: **62273**
Certificate Number : **0004489166**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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 : **0004489162**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

# CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 7, 2019:
(Date)

**RESOLVED:** That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of May, 2019.
(Date Contract Signed)

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

of the Agency.

Ann Landry
(Signature of the Elected Officer) Ann Landry

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 7th day of May, 2019,

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

Darlene E Moore
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 8, 2020

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| PRODUCER | CONTACT NAME: Hellen Hill |
|---|---|
| FIAI/Cross Insurance<br>1100 Elm Street<br>Manchester NH 03101 | PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331<br>E-MAIL ADDRESS: hhill@crossagency.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Ins Co | 18058 |
| INSURER B : Granite State Health Care and Human Services Self- | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Behavioral Health & Developmental Services of Strafford County Inc,
DBA: Community Partners
113 Crosby Road, Ste 1
Dover NH 03820

**COVERAGES** **CERTIFICATE NUMBER:** 19-20 All **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK1902228 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | PHPK1902225 | 11/01/2018 | 11/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Medical payments | $ 1,000,000<br>$<br>$<br>$<br>$ 5,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB653220 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | HCHS20190000097 (3a.) NH | 02/01/2019 | 02/01/2020 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Directors & Officers | | | PHSD1393734 | 11/01/2018 | 11/01/2019 | Limit<br>Deductible | 5,000,000<br>35,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

State of NH Dept of Health & Human Services
129 Pleasant Street
Concord NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Greenier

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD



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.

BerryDunn

[redacted]




# CONSOLIDATED FINANCIAL STATEMENTS

and

# SUPPLEMENTARY INFORMATION

June 30, 2018 and 2017

With Independent Auditor's Report

[redacted]

BerryDunn

## 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, 2018 and 2017, 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, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

*Supplementary Information*

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 23, 2018

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

**Consolidated Statements of Financial Position**

**June 30, 2018 and 2017**

| | 2018 | 2017 |
|---|---|---|
| **ASSETS** | | |
| Cash and cash equivalents | **$ 3,653,350** | $ 3,476,548 |
| Restricted cash | **93,425** | 99,423 |
| Accounts receivable, net of allowance for doubtful accounts | **888,387** | 1,025,322 |
| Grants receivable | **58,222** | 50,341 |
| Prepaid expenses | **379,559** | 360,389 |
| Property and equipment, net | **2,064,440** | 2,147,443 |
| Total assets | **$ 7,137,383** | $ 7,159,466 |
| **LIABILITIES AND NET ASSETS** | | |
| Liabilities | | |
| Accounts payable and accrued expenses | **$ 2,134,786** | $ 1,963,800 |
| Estimated third-party liability | **1,121,051** | 1,311,720 |
| Loan fund | **89,383** | 89,294 |
| Notes payable | **845,882** | 1,083,830 |
| Total liabilities | **4,191,102** | 4,448,644 |
| Net assets | | |
| Unrestricted | **2,862,889** | 2,593,985 |
| Temporarily restricted | **83,392** | 116,837 |
| Total net assets | **2,946,281** | 2,710,822 |
| Total liabilities and net assets | **$ 7,137,383** | $ 7,159,466 |

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, 2018 and 2017**

| | 2018 | 2017 |
|---|---|---|
| Changes in unrestricted net assets | | |
| Public support and revenue | | |
| Medicaid revenue | $ 26,026,898 | $ 23,324,616 |
| Medicare revenue | 161,239 | 184,278 |
| Client resources | 1,685,020 | 1,613,918 |
| Contract revenue | 1,517,328 | 1,461,970 |
| Grant income | 579,929 | 613,657 |
| Interest income | 209 | 46 |
| Other program revenue | 376,241 | 328,173 |
| Public support | 81,380 | 71,576 |
| Other revenue | 86,683 | 173,780 |
| Total public support and revenue | 30,514,927 | 27,772,014 |
| Net assets released from restrictions | 42,366 | 47,114 |
| Total public support, revenue, and releases | 30,557,293 | 27,819,128 |
| Expenses | | |
| Program services | | |
| Case management | 938,043 | 854,809 |
| Day programs and community support | 4,429,035 | 3,984,617 |
| Early support services and youth and family | 3,751,013 | 3,290,272 |
| Family support | 530,399 | 562,283 |
| Residential services | 5,316,539 | 4,873,525 |
| Combined residential, day and consolidated services | 7,662,051 | 7,100,007 |
| Adult services | 2,443,596 | 2,241,375 |
| Emergency services | 561,016 | 399,991 |
| Other | 1,516,784 | 1,195,379 |
| Total program expenses | 27,148,476 | 24,502,258 |
| Supporting services | | |
| General management | 3,139,913 | 3,063,444 |
| Total expenses | 30,288,389 | 27,565,702 |
| Change in unrestricted net assets | 268,904 | 253,426 |
| Changes in temporarily restricted net assets | | |
| United Way allocation | 8,921 | 17,251 |
| Grant income - New Hampshire Department of Transportation | - | 146,374 |
| Net assets released from restrictions | (42,366) | (47,114) |
| Change in temporarily restricted net assets | (33,445) | 116,511 |
| Change in net assets | 235,459 | 369,937 |
| Net assets, beginning of year | 2,710,822 | 2,340,885 |
| Net assets, end of year | $ 2,946,281 | $ 2,710,822 |

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, 2018

| | Case Management | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support | Residential Services | Combined Residential, Day and Consolidated Services | Adult Services | Emergency Services | Other | Total Program | General Management | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Public support and revenue | | | | | | | | | | | | |
| Medicaid revenue | $ 920,907 | $ 3,687,191 | $ 3,754,671 | $ 259,438 | $ 4,148,981 | $ 7,887,209 | $ 2,981,450 | $ 48,078 | $ 41,483 | $ 26,028,886 | $ - | $ 26,028,886 |
| Medicare revenue | - | 10,887 | - | - | - | - | 150,542 | - | - | 161,239 | - | 161,239 |
| Client resources | 32,056 | 66,442 | 344,213 | - | 205,908 | 342,783 | 169,483 | 22,047 | 2,002 | 1,585,020 | - | 1,585,020 |
| Contract revenue | 75,904 | 317,384 | 402,960 | 74,179 | 11,000 | 48,479 | 42,276 | 174,388 | 154,666 | 1,306,506 | 211,819 | 1,517,325 |
| Grant income | - | 30,180 | 97,798 | 18,865 | - | 984 | 55,759 | 1,127 | 373,376 | 578,078 | 3,850 | 578,928 |
| Interest income | - | - | - | - | - | - | - | - | - | - | 200 | 200 |
| Other program revenue | - | 92,070 | 35,978 | - | - | - | 731 | - | 250,462 | 379,241 | 6,000 | 376,241 |
| Public support | 19,644 | 4,397 | 3,645 | 19,547 | 27 | 3,091 | 2,106 | - | 30,206 | 73,961 | 7,429 | 81,390 |
| Other revenue | 1,109 | 2,685 | 192 | 50 | 24,561 | 24 | 11,100 | - | 38,184 | 76,764 | 70,818 | 86,583 |
| Total functional public support and revenue | 1,049,907 | 4,410,966 | 4,830,005 | 371,879 | 8,868,586 | 8,360,841 | 3,413,486 | 245,650 | 892,672 | 30,274,709 | 240,226 | 30,514,927 |
| Net assets released from restrictions | 1,377 | - | 7,844 | - | - | - | - | - | 33,446 | 42,386 | - | 42,386 |
| Total public support, revenue and releases | 1,043,284 | 4,410,966 | 4,837,849 | 371,879 | 8,868,586 | 8,360,841 | 3,413,486 | 245,650 | 926,017 | 30,317,067 | 240,226 | 30,557,293 |
| Expenses | | | | | | | | | | | | |
| Salaries and wages | 573,563 | 2,336,200 | 2,383,675 | 136,458 | 882,221 | 4,947,740 | 1,724,818 | 234,988 | 727,673 | 10,756,118 | 2,012,518 | 12,767,636 |
| Employee benefits | 127,308 | 561,633 | 517,856 | 30,712 | 145,144 | 205,092 | 170,400 | 47,540 | 238,287 | 2,033,843 | 401,027 | 2,434,870 |
| Payroll taxes | 42,909 | 186,326 | 172,816 | 10,428 | 46,224 | 149,500 | 97,419 | 17,267 | 74,470 | 796,175 | 138,186 | 934,362 |
| Contracted substitute staff | - | 6,268 | 2,680 | - | - | - | 2,900 | - | - | 13,868 | 53,702 | 67,570 |
| Client treatment services | - | 8,212 | 3,010 | 222,841 | 2,934,766 | 6,963,296 | 2,910 | 2 | 11,350 | 6,166,386 | 247 | 6,166,633 |
| Client therapies | 19,927 | 56,667 | 193,227 | 1,826 | 780 | 141,055 | 53,105 | - | - | 379,515 | 8 | 379,522 |
| Professional fees and consultants | 37,651 | 83,953 | 80,725 | 8,748 | 23,953 | 41,666 | 66,578 | 226,748 | 27,758 | 576,185 | 85,367 | 661,552 |
| Subcontractors | - | 394,867 | - | - | 1,341,209 | 2,707,823 | - | - | - | 4,443,899 | - | 4,443,899 |
| Staff development and training | 8,106 | 17,676 | 20,736 | 2,764 | 2,921 | 8,942 | 13,858 | 908 | 9,274 | 78,777 | 69,289 | 148,066 |
| Rent | - | 69,466 | 54,495 | - | 3,190 | 27,810 | 61,630 | 5,564 | 38,153 | 260,410 | 15,544 | 275,954 |
| Utilities | 8,604 | 44,974 | 18,069 | 1,512 | 8,947 | 12,402 | 11,609 | 4,714 | 26,238 | 136,999 | 27,032 | 164,031 |
| Building maintenance and repairs | 22,214 | 50,614 | 40,206 | 3,892 | 37,160 | 63,927 | 14,596 | 512 | 20,995 | 253,804 | 38,948 | 292,752 |
| Other occupancy costs | 3,823 | 42,839 | 13,833 | 644 | 3,823 | 5,954 | 8,713 | - | 23,763 | 102,482 | 5,452 | 106,934 |
| Office | 12,161 | 85,300 | 37,182 | 2,585 | 18,675 | 19,826 | 32,784 | 4,738 | 29,782 | 247,795 | 75,672 | 323,467 |
| Building and housing | 3,300 | 20,954 | 10,428 | 569 | 7,551 | 6,792 | 7,078 | 500 | 6,511 | 63,295 | 6,762 | 71,047 |
| Client consumables | 1,088 | 18,396 | 4,963 | 3,583 | 8,078 | 61,864 | 3,428 | 57 | 8,747 | 109,300 | 2,040 | 111,340 |
| Medical | - | 901 | 680 | - | 372 | - | 807 | 98 | 845 | 3,991 | 733 | 3,724 |
| Equipment maintenance | 11,896 | 44,252 | 37,422 | 2,258 | 7,017 | 19,893 | 25,619 | 2,669 | 12,034 | 163,754 | 25,693 | 189,351 |
| Depreciation | 22,991 | 113,602 | 79,373 | 4,292 | 23,482 | 26,709 | 49,128 | 8,719 | 22,710 | 364,804 | 82,091 | 436,895 |
| Advertising | 440 | 1,724 | 977 | 957 | 34 | 219 | 1,103 | 13 | 349 | 5,515 | 883 | 6,398 |
| Printing | - | - | 3,792 | - | - | - | - | - | 383 | 4,175 | 30 | 4,205 |
| Telephone and communications | 9,080 | 28,829 | 30,527 | 1,964 | 3,813 | 8,814 | 22,196 | 3,714 | 16,306 | 123,034 | 24,670 | 147,904 |
| Postage and shipping | 864 | 4,788 | 3,838 | 182 | 875 | 1,331 | 3,225 | 476 | 3,850 | 19,419 | 1,637 | 21,047 |
| Transportation | 14,023 | 200,581 | 41,540 | 4,867 | 11,720 | 152,383 | 33,107 | 2,775 | 22,668 | 483,843 | 16,800 | 500,243 |
| Assistance to individuals | 15,284 | 1,371 | 1,818 | 87,075 | 8,077 | 56,248 | 826 | 97 | 29,467 | 199,039 | 1,680 | 200,719 |
| Insurance | 12,253 | 40,414 | 40,871 | 2,596 | 12,471 | 18,987 | 32,126 | 2,831 | 11,485 | 193,844 | 30,844 | 224,688 |
| Membership dues | 47 | 1,487 | 4,741 | 10 | 60 | 73 | 2,062 | 18 | 87,786 | 96,285 | 12,308 | 108,587 |
| Interest | 2,188 | 9,718 | 3,969 | 407 | 3,997 | 4,758 | 2,047 | 237 | 2,778 | 29,918 | 3,948 | 33,065 |
| Other | - | 1,101 | - | - | 1,307 | - | 3 | (250) | 19,773 | 21,934 | 4,305 | 26,239 |
| Total expenses | 956,043 | 4,429,939 | 3,761,013 | 530,398 | 5,516,530 | 7,962,051 | 2,443,596 | 561,018 | 1,516,784 | 27,148,478 | 3,169,013 | 30,288,369 |
| Increase (decrease) in unrestricted net assets | $ 104,241 | $ (18,973) | $ 888,836 | $ (158,520) | $ 1,872,046 | $ 716,590 | $ 969,890 | $ (315,368) | $ (590,767) | $ 3,168,591 | $ (2,699,687) | $ 268,904 |

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, 2017

| | Case Management | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support | Residential Services | Combined Residential, Day and Consolidated Services | Adult Services | Emergency Services | Other | Total Program | General Management | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Public support and revenue | | | | | | | | | | | | |
| Medicaid revenue | $ 545,888 | $ 3,786,182 | $ 3,204,688 | $ 284,257 | $ 5,385,360 | $ 7,151,846 | $ 2,530,453 | $ 71,360 | $ 35,402 | $ 23,324,616 | $ - | $ 23,324,616 |
| Medicare revenue | - | 14,393 | - | - | - | - | 169,885 | - | - | 184,278 | - | 184,278 |
| Client resources | 30,095 | 56,781 | 362,258 | - | 661,523 | 345,283 | 172,206 | 26,335 | - | 1,654,484 | (32,946) | 1,611,938 |
| Contract revenue | 95,212 | 284,942 | 372,377 | 75,873 | - | 35,122 | 13,480 | 143,981 | 179,021 | 1,180,008 | 301,962 | 1,481,970 |
| Grant income | - | 70,182 | 76,903 | 26,971 | 4,868 | 4,033 | 80,202 | - | 347,799 | 605,246 | 10,411 | 615,657 |
| Interest income | - | - | - | - | - | - | - | - | - | - | 46 | 46 |
| Other program revenue | - | 70,307 | - | - | - | - | - | - | 242,998 | 322,173 | 6,000 | 328,173 |
| Public support | 16,568 | 5,788 | 2,423 | 11,615 | - | 850 | 600 | - | 26,194 | 63,907 | 7,669 | 71,576 |
| Other revenue | 451 | 4,296 | 54 | - | 23,125 | 1,041 | 12,940 | 36 | 118,701 | 161,536 | 12,244 | 173,780 |
| Total functional public support and revenue | 988,295 | 4,306,630 | 4,042,103 | 398,916 | 8,074,864 | 7,539,965 | 2,968,872 | 243,701 | 949,963 | 27,496,246 | 306,786 | 27,772,014 |
| Net assets released from restrictions | 4,187 | - | 13,064 | - | - | - | - | - | 29,863 | 47,114 | - | 47,114 |
| Total public support, revenue and releases | 992,382 | 4,306,630 | 4,055,167 | 398,916 | 8,074,864 | 7,539,965 | 2,968,872 | 243,701 | 979,846 | 27,543,362 | 306,786 | 27,819,128 |
| Expenses | | | | | | | | | | | | |
| Salaries and wages | 523,319 | 2,004,023 | 2,063,480 | 137,936 | 800,972 | 1,705,818 | 1,482,731 | 253,980 | 642,244 | 9,445,842 | 1,920,991 | 11,366,833 |
| Employee benefits | 122,476 | 500,247 | 476,848 | 34,068 | 141,263 | 194,172 | 200,707 | 56,509 | 211,098 | 1,938,381 | 428,110 | 2,366,471 |
| Payroll taxes | 38,974 | 183,361 | 150,511 | 10,381 | 44,864 | 129,301 | 92,178 | 18,809 | 93,545 | 700,835 | 133,822 | 834,257 |
| Contracted substitute staff | - | 7,653 | - | - | - | - | - | - | - | 7,862 | 19,559 | 27,421 |
| Client treatment services | - | 7,119 | 4,880 | 246,453 | 2,934,363 | 1,744,792 | 2,175 | - | 23,101 | 4,966,823 | 420 | 4,967,043 |
| Client therapies | 22,873 | 557 | 93,882 | 1,844 | 13,304 | 21,691 | 77,058 | - | - | 236,888 | 1,784 | 238,673 |
| Professional fees and consultants | 48,179 | 58,343 | 98,473 | 6,377 | 21,542 | 32,088 | 47,883 | 31,478 | 21,328 | 321,681 | 77,851 | 399,532 |
| Subcontractors | - | 500,071 | - | - | 1,018,721 | 2,831,957 | - | - | - | 4,347,750 | - | 4,347,750 |
| Staff development and training | 2,584 | 12,736 | 17,872 | 7,017 | 2,721 | 4,998 | 12,171 | 1,213 | 9,572 | 91,777 | 31,522 | 93,299 |
| Rent | - | 61,758 | 58,078 | - | 2,700 | 28,800 | 71,706 | 5,440 | 25,083 | 250,563 | 16,351 | 266,914 |
| Utilities | - | 43,764 | 18,477 | 1,927 | 4,168 | 17,719 | 21,200 | 5,236 | 20,824 | 133,339 | 43,633 | 176,972 |
| Building maintenance and repairs | 757 | 41,473 | 37,648 | 9,467 | 8,819 | 37,430 | 46,717 | 445 | 16,384 | 221,921 | 42,301 | 264,222 |
| Other occupancy costs | 3,884 | 39,665 | 13,488 | 777 | 2,328 | 8,178 | 9,142 | - | 18,483 | 94,923 | 5,584 | 100,507 |
| Office | 7,781 | 41,040 | 44,643 | 2,204 | 8,104 | 8,277 | 26,150 | 7,126 | 12,846 | 162,850 | 62,159 | 225,009 |
| Building and housing | 67 | 15,480 | 6,618 | 720 | 1,941 | 8,221 | 7,481 | 462 | 4,542 | 42,460 | 14,424 | 56,884 |
| Client consumables | 302 | 28,535 | 2,293 | 8,592 | 4,208 | 29,582 | 6,937 | 197 | 1,351 | 130,047 | 8,095 | 138,142 |
| Medical | - | 267 | 491 | - | 23 | - | 796 | 48 | 325 | 2,122 | 174 | 2,296 |
| Equipment maintenance | 3,886 | 32,043 | 36,478 | 2,044 | 4,818 | 7,747 | 16,113 | 3,261 | 10,073 | 116,467 | 20,346 | 136,813 |
| Depreciation | 20,263 | 124,961 | 62,093 | 8,876 | 30,616 | 38,814 | 37,877 | 6,188 | 24,441 | 383,329 | 59,524 | 442,853 |
| Advertising | 132 | 621 | 589 | 40 | 148 | 224 | 968 | 79 | 2,196 | 4,904 | 3,355 | 8,259 |
| Printing | 208 | 571 | 4,664 | 771 | 131 | 265 | 338 | 71 | 296 | 7,444 | 1,174 | 8,618 |
| Telephone and communications | 12,095 | 24,446 | 34,919 | 2,918 | 3,196 | 7,841 | 24,748 | 2,886 | 13,664 | 126,046 | 31,403 | 157,448 |
| Postage and shipping | 738 | 4,987 | 4,049 | 216 | 801 | 1,018 | 3,060 | 840 | 2,624 | 17,883 | 6,104 | 23,987 |
| Transportation | 13,622 | 186,542 | 37,539 | 3,078 | 14,413 | 133,664 | 33,737 | 2,083 | 10,591 | 447,298 | 21,085 | 468,383 |
| Assistance to individuals | 13,486 | 20,314 | 1,573 | 80,928 | 2,440 | 10,222 | 507 | 80 | 26,369 | 170,917 | 1,015 | 171,932 |
| Insurance | 8,321 | 36,193 | 26,606 | 2,497 | 9,153 | 11,850 | 22,280 | 3,046 | 8,046 | 129,794 | 21,707 | 151,501 |
| Membership dues | 132 | 1,468 | 1,228 | 40 | 386 | 196 | 3,482 | 154 | 177 | 7,239 | 89,183 | 76,382 |
| Interest | 886 | 16,826 | 4,756 | 810 | 2,708 | 9,276 | 6,388 | 515 | 4,933 | 46,843 | 4,904 | 45,587 |
| Other | 29 | - | 187 | 103 | 6 | 29 | 37 | 92 | 16 | 26,627 | (668) | 25,231 |
| Total expenses | 884,809 | 3,894,617 | 3,280,272 | 562,283 | 4,073,626 | 7,100,007 | 2,241,376 | 399,991 | 1,195,378 | 24,502,258 | 3,083,444 | 27,585,702 |
| Increase (decrease) in unrestricted net assets | $ 107,583 | $ 328,222 | $ 764,895 | $ (163,367) | $ 1,201,339 | $ 439,958 | $ 717,297 | $ (156,290) | $ (224,833) | $ 3,041,104 | $ (2,757,878) | $ 283,426 |

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, 2018 and 2017**

| | 2018 | 2017 |
|---|---|---|
| Cash flows from operating activities | | |
| Change in net assets | $ 235,459 | $ 369,937 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 436,895 | 442,753 |
| Change in allowance for doubtful accounts | 44,946 | (180,000) |
| Grant revenue for capital purchases | - | (146,374) |
| Gain on sale of assets | (775) | - |
| (Increase) decrease in | | |
| Restricted cash | 5,998 | 3,234 |
| Accounts receivable, trade | 91,989 | 684,425 |
| Grants receivable | (7,881) | 200,495 |
| Prepaid expenses | (19,170) | (168,374) |
| Increase (decrease) in | | |
| Accounts payable and accrued expenses | 170,986 | (35,598) |
| Estimated third-party liability | (190,669) | 930,248 |
| Loan fund | 89 | 90 |
| Net cash provided by operating activities | 767,867 | 2,100,836 |
| Cash flows from investing activities | | |
| Acquisition of equipment | (353,892) | (605,971) |
| Proceeds from sale of equipment | 775 | - |
| Net cash used by investing activities | (353,117) | (605,971) |
| Cash flows from financing activities | | |
| Proceeds from long-term borrowings | - | 321,350 |
| Principal payments on long-term borrowings | (237,948) | (366,763) |
| Grant revenue for capital purchases | - | 146,374 |
| Net cash used by financing activities | (237,948) | 100,961 |
| Net increase in cash and cash equivalents | 176,802 | 1,595,826 |
| Cash and cash equivalents, beginning of year | 3,476,548 | 1,880,722 |
| Cash and cash equivalents, end of year | $ 3,653,350 | $ 3,476,548 |

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

## 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:

| | 2018 | 2017 |
|---|---|---|
| Funds received | $ 30,156 | $ 25,074 |
| Funds disbursed | 19,685 | 23,131 |
| | $ 10,471 | $ 1,943 |

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

| | |
|---|---|
| Funds received | $ 370,780 |
| Funds disbursed | 277,309 |
| | $ 93,471 |

## 1. Summary of Significant Accounting Policies

### Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

## Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## Basis of Presentation

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

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

## Contributions

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

## Income Taxes

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

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

## Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2018 and 2017.

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, 2018 and 2017, allowances were recorded in the amount of $416,046 and $371,100, respectively.

## Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the assets' useful lives. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

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

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

## Estimated Third-Party Liability

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

**Functional Allocation of Expenses**

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

## 2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2018 and 2017, the Organization held cash totaling $89,383 and $89,294, 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, 2018 and 2017, the Organization held cash totaling $4,042 and $10,129, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

## 3. Property and Equipment

Property and equipment consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Land and buildings | $ 1,908,893 | $ 1,859,893 |
| Building improvements | 1,687,705 | 1,713,390 |
| Vehicles | 848,507 | 912,549 |
| Equipment and furniture | 2,831,525 | 3,051,825 |
| | 7,276,630 | 7,537,657 |
| Less accumulated depreciation | 5,212,190 | 5,390,214 |
| | $ 2,064,440 | $ 2,147,443 |

## 4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to $1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 2.85% and 5.25% at June 30, 2018 and 2017, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2018 and 2017, 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 increases to 1.75% over the FHLB index., which was 2.85% at June 30, 2018. The line of credit has a maturity date of October 6, 2024.

## 5. Notes Payable

Notes payable consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| 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). | $ **181,885** | $ 222,513 |
| 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. | **146,556** | 259,252 |
| 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. | **114,621** | 154,285 |
| 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. | **125,060** | 140,053 |
| 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. | **117,996** | 131,350 |
| Note payable to a bank, payable in monthly installments totaling $1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate. | **159,764** | 176,377 |
| | $ **845,882** | $ 1,083,830 |

## 5. Notes Payable (continued)

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

| | |
|---|---|
| 2019 | $ 253,825 |
| 2020 | 171,365 |
| 2021 | 139,294 |
| 2022 | 109,582 |
| 2023 | 59,322 |
| Thereafter | 112,494 |
| | $ 845,882 |

Cash paid for interest approximates interest expense.

## 6. Temporarily Restricted Net Assets

At June 30, 2018 and 2017, temporarily restricted net assets were $83,392 and $98,127, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

## 7. Commitments and Contingencies

### Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was $275,954 in 2018 and $266,914 in 2017.

Future minimum operating lease payments are as follows:

| | |
|---|---|
| 2019 | $ 378,399 |
| 2020 | 387,467 |
| 2021 | 370,685 |
| 2022 | 355,091 |
| 2023 | 289,787 |
| Thereafter | 2,473,650 |
| | $ 4,255,079 |

**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, 2018 and 2017, approximately 85% and 84%, 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:

| | 2018 | 2017 |
|---|---|---|
| Developmental Services | $ 549,635 | $ 834,364 |
| Behavioral Health Services | 115,373 | 106,029 |
| | $ 665,008 | $ 940,393 |

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. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

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 2018 and 2017, 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, 2018 were $231,226 and during the year ended June 30, 2017 were $223,108. The total expense for the year ended June 30, 2018 for the Developmental Services division was $126,015, and for the Behavioral Health Services division was $105,211. The total expense for the year ended June 30, 2017 for the Developmental Services division was $124,981, and for the Behavioral Health Services division was $98,127.

## 10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2018, which is the date that the consolidated financial statements were available to be issued.

# SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2018 and 2017

| | 2018 | | | | | | 2017 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ASSETS | 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 |
| Cash and cash equivalents | $ 1,781,658 | $ 1,797,812 | $ 709 | $ 93,471 | $ - | $ 3,683,360 | $ 2,348,428 | $ 1,038,283 | $ 8,857 | $ 83,000 | $ - | $ 3,476,568 |
| Restricted cash | 93,426 | - | - | - | - | 93,426 | 99,423 | - | - | - | - | 99,423 |
| Accounts receivable, net of allowance for doubtful accounts | 699,792 | 248,976 | 76 | - | (51,156) | 888,387 | 862,881 | 1,199,946 | 61 | - | (1,037,566) | 1,025,322 |
| Grants receivable | 11,046 | 47,176 | - | - | - | 58,222 | 12,451 | 37,890 | - | - | - | 50,341 |
| Prepaid expenses | 212,190 | 167,368 | - | - | - | 379,558 | 186,522 | 173,867 | - | - | - | 360,389 |
| Interest in net assets of subsidiaries | 81,559 | - | - | - | (81,559) | - | 81,974 | - | - | - | (81,974) | - |
| Property and equipment, net | 1,719,822 | 344,518 | - | - | - | 2,064,440 | 1,762,348 | 385,095 | - | - | - | 2,147,443 |
| Total assets | $ 4,599,492 | $ 2,606,351 | $ 784 | $ 93,471 | $ (132,715) | $ 7,137,393 | $ 5,352,027 | $ 2,835,081 | $ 8,918 | $ 83,000 | $ (1,119,540) | $ 7,159,488 |
| LIABILITIES AND NET ASSETS (DEFICIT) | | | | | | | | | | | | |
| Liabilities | | | | | | | | | | | | |
| Accounts payable and accrued expenses | $ 1,749,974 | $ 443,272 | $ 2,696 | $ - | $ (51,156) | $ 2,134,786 | $ 2,559,068 | $ 432,354 | $ 9,944 | $ - | $ (1,037,566) | $ 1,963,800 |
| Refundable advances | 940,787 | 180,264 | - | - | - | 1,121,051 | 1,083,873 | 227,847 | - | - | - | 1,311,720 |
| Loan fund | 89,383 | - | - | - | - | 89,383 | 89,294 | - | - | - | - | 89,294 |
| Notes payable | 731,260 | 114,622 | - | - | - | 845,882 | 928,544 | 154,286 | - | - | - | 1,082,830 |
| Total liabilities | 3,511,404 | 738,158 | 2,696 | - | (51,156) | 4,191,102 | 4,661,779 | 814,487 | 9,944 | - | (1,037,566) | 4,448,644 |
| Net assets (deficit) | | | | | | | | | | | | |
| Unrestricted | 994,696 | 1,868,193 | (1,912) | 93,471 | (81,559) | 2,892,889 | 573,411 | 2,020,574 | (1,026) | 83,000 | (81,974) | 2,593,985 |
| Temporarily restricted | 93,392 | - | - | - | - | 93,392 | 116,837 | - | - | - | - | 116,837 |
| Total net assets (deficit) | 1,088,088 | 1,868,193 | (1,912) | 93,471 | (81,559) | 2,986,281 | 690,248 | 2,020,574 | (1,026) | 83,000 | (81,974) | 2,710,822 |
| Total liabilities and net assets (deficit) | $ 4,599,492 | $ 2,606,351 | $ 784 | $ 93,471 | $ (132,715) | $ 7,137,383 | $ 5,352,027 | $ 2,835,061 | $ 8,918 | $ 83,000 | $ (1,119,540) | $ 7,159,488 |

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

**Consolidating Statements of Activities**

**Years Ended June 30, 2018 and 2017**

| | 2018 | | | | | | 2017 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 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 unrestricted net assets (deficit) | | | | | | | | | | | | |
| Public support and revenue | | | | | | | | | | | | |
| Medicaid revenue | $ 19,481,032 | $ 5,545,386 | $ - | $ - | $ - | $ 25,026,418 | $ 17,477,749 | $ 5,846,876 | $ - | $ - | $ - | $ 23,324,625 |
| Medicare revenue | - | 161,239 | - | - | - | 161,239 | - | 184,276 | - | - | - | 184,276 |
| Client resources | 1,314,018 | 370,902 | - | - | - | 1,684,920 | 1,223,062 | 390,856 | - | - | - | 1,613,918 |
| Contract revenue | 645,738 | 871,592 | - | - | - | 1,517,328 | 601,151 | 860,819 | - | - | - | 1,461,970 |
| Grant income | 169,762 | 420,177 | - | - | - | 589,939 | 221,885 | 391,772 | - | - | - | 613,657 |
| Interest income | - | 209 | - | - | - | 209 | - | 46 | - | - | - | 46 |
| Other program income | 376,241 | - | - | - | - | 376,241 | 326,173 | - | - | - | - | 326,173 |
| Public support | 42,687 | 8,637 | - | 30,166 | - | 81,390 | 40,255 | 9,247 | - | 25,074 | - | 74,576 |
| Other revenue | 86,819 | 40,338 | 9,962 | - | (19,533) | 86,583 | 136,713 | 39,010 | 100,302 | - | (102,246) | 173,780 |
| Total public support and revenue | 22,076,786 | 8,418,487 | 9,962 | 30,166 | (19,533) | 30,514,927 | 20,028,979 | 7,719,904 | 100,302 | 25,074 | (102,246) | 27,772,014 |
| Net assets released from restrictions | 42,349 | - | - | - | - | 42,349 | 41,356 | 5,758 | - | - | - | 47,114 |
| Total public support, revenue and reclassifications | 22,119,161 | 8,418,487 | 9,962 | 30,166 | (19,533) | 30,557,293 | 20,070,335 | 7,725,662 | 100,302 | 25,074 | (102,246) | 27,819,128 |
| Expenses | | | | | | | | | | | | |
| Program services | | | | | | | | | | | | |
| Case management | 938,043 | - | - | - | - | 938,043 | 854,809 | - | - | - | - | 854,809 |
| Day programs and community support | 3,621,228 | 807,807 | - | - | - | 4,429,035 | 3,287,428 | 697,189 | - | - | - | 3,984,617 |
| Early support services and youth and family | 1,234,100 | 2,516,913 | - | - | - | 3,751,013 | 915,875 | 2,374,397 | - | - | - | 3,290,272 |
| Family support | 630,399 | - | - | - | - | 630,399 | 562,283 | - | - | - | - | 562,283 |
| Residential services | 5,316,639 | - | - | - | - | 5,316,639 | 4,873,525 | - | - | - | - | 4,873,525 |
| Combined residential day and consolidated services | 7,662,061 | - | - | - | - | 7,662,061 | 7,100,007 | - | - | - | - | 7,100,007 |
| Adult services | 154,448 | 2,289,150 | - | - | - | 2,443,598 | 192,602 | 2,048,773 | - | - | - | 2,241,375 |
| Emergency services | - | 561,016 | - | - | - | 561,016 | - | 399,991 | - | - | - | 399,991 |
| Other | 485,204 | 1,008,395 | 1,948 | 19,685 | (9,848) | 1,516,784 | 406,108 | 766,139 | 101,271 | 23,131 | (101,271) | 1,195,378 |
| Total program expenses | 19,645,010 | 7,183,781 | 1,948 | 19,685 | (9,848) | 27,148,476 | 18,192,638 | 6,286,489 | 101,271 | 23,131 | (101,271) | 24,502,256 |
| Supporting services | | | | | | | | | | | | |
| General management | 1,762,868 | 1,387,067 | - | - | - | 3,139,913 | 1,666,104 | 1,397,340 | - | - | - | 3,063,444 |
| Total expenses | 21,407,868 | 8,570,828 | 1,948 | 19,685 | (9,848) | 30,288,389 | 19,858,742 | 7,683,829 | 101,271 | 23,131 | (101,271) | 27,565,702 |
| Change in unrestricted net assets (deficit) | 421,285 | (152,341) | (986) | 10,471 | (9,685) | 268,904 | 211,593 | 41,833 | (969) | 1,943 | (974) | 253,426 |
| Changes in temporarily restricted net assets | | | | | | | | | | | | |
| United Way allocation | 8,921 | - | - | - | - | 8,921 | 11,493 | 5,758 | - | - | - | 17,251 |
| Grant income | - | - | - | - | - | - | 146,374 | - | - | - | - | 146,374 |
| Net assets released from restrictions | (42,360) | - | - | - | - | (42,360) | (41,356) | (5,758) | - | - | - | (47,114) |
| Change in temporarily restricted net assets | (33,445) | - | - | - | - | (33,445) | 116,511 | - | - | - | - | 116,511 |
| Change in net assets (deficit) | 387,840 | (152,341) | (986) | 10,471 | (9,685) | 235,459 | 328,104 | 41,833 | (969) | 1,943 | (974) | 369,937 |
| Net assets (deficit), beginning of year | 690,248 | 2,020,574 | (1,926) | 83,000 | (81,874) | 2,710,422 | 362,144 | 1,978,741 | (57) | 81,057 | (81,000) | 2,340,885 |
| Net assets (deficit), end of year | $ 1,078,088 | $ 1,868,233 | $ (1,912) | $ 93,471 | $ (91,559) | $ 2,945,881 | $ 690,248 | $ 2,020,574 | $ (1,026) | $ 83,000 | $ (81,874) | $ 2,710,922 |

# Community Partners
# BOARD OF DIRECTORS 2019-2020

**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)** | | |

# 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 impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

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

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

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

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

1989 - 1995 **Executive Director**
**The Plus Company, Nashua, NH**

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

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

1985 - 1989 **Program Planning and Review Specialist**
**New Hampshire DMHDS, Concord, NH**

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

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

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

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

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

**Education:**

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

**Advisory Boards:**

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

**Memberships:**

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

**Suzanne Bagdasarian**

[redacted]

**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 oversite 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

***Pamela S. Dushan***

[redacted]

[redacted]

---

***EDUCATION***

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

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

---

***EXPERIENCE***

***Community Partners**, Dover, NH, Developmental Services, April, 1985 – Current*

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

- ***Co-Director of Case Management,** 1991-2000- Supervisory Responsibilities: Case Managers (5)*

- ***Case Manager**, 1985-1991*
  - *Responsible for providing case management services for a caseload of 25-30.*

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

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

- ***Program Specialist** - March, 1984-April, 1985*
  - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
  - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
  - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
  - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
  - *Provided consultation services to agencies serving individuals with developmental disabilities.*
  - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*

- ***Case Manager/Counselor**, May, 1980 – March, 1984*
  - *Provided counseling and case management services to individuals with developmental disabilities and their families.*
  - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
  - *Provided psychological testing to individuals receiving services at the Center.*
  - *Lead a weekly Mothers Support Group.*
  - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
  - *Provided weekly supervision for Lowell University student practicum.*
  - *Responsible for screening and intake of individuals referred for services.*
  - *Appointed to the Professional Advisory Committee.*
  - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

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

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

***Camp Rapputak**, Fryeburg, ME, , June-August, 1972-1979*

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

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

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

**SUZANNE V. IVERSON**



## EDUCATION

University of New Hampshire, Durham, NH, May 1990.
Masters of Education in Early Childhood-Special Needs, Early Developmental Specialist.

North Dakota State University, Fargo, ND, 1986.
Bachelor of Science in Child Development, Minor in Business Administration.

## PROFESSIONAL EXPERIENCE

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

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

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

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

7/96 – 9/99. **Program Coordinator and Early Childhood Special Educator,** Air Force Services for Exceptional Children, Spangdahlem, Germany. Initiating the implementation of federally mandated Part H services to military dependents oversees 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

- 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.
- 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.
- Member of University of New Hampshire Department of Education's Early Childhood Special Education Assistive Technology Project Program Advisory Committee.
- Team Leader for Strafford County Infant Mental Health Team, 2002-2012
- Past Chair of Early Education and Intervention Network of New Hampshire's Training & Education Committee, 2003-2010.
- Past President of Early Education and Intervention Network of New Hampshire 2004-2008.
- Past member Early Education and Intervention Network of New Hampshire board of directors, 2001-2009.
- Local and regional Preschool Technical Assistance Network team member.

## PROFFESSIONAL TRAININGS/CERTIFICATIONS

- Early Start Denver Model advanced training by UCDavis MIND Institute trainers.
- Opening to Door to Inclusion: 2013 National Early Childhood Inclusion Institute including advanced training in Assistive Technology in an early childhood setting.
- 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.
- Thinking Through Improvement (IT Kit).
- Autism Diagnostic Observation Scale trained evaluator.
- Zero to Three 25th National Training Institute, Connecting Science, Policy, and Practice.
- Using Theraplay Techniques to Enhance Attachment and Increase Engagement by Ellyn Schreiber, MA, LMHC.
- Autism Summer Institute: Show me the Evidence presented by the Institute on Disability.
- Attachment-Based Interventions: What work for parents and providers Amy Sommer, LICSW, Center for Early Relationship Support, Jewish Family Services of Great Boston.
- Three day Introduction to Infant Mental Health: Issues and Practice by Anne Williams, PMH-CS, M.Ed. MAIMH.
- 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.

- 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.
- Adult/Child/Infant CPR certified.
- Eight week Supervisor Training through Southern Interagency Training Collaborative.
- Mindblindness: One day training by Simon Baron-Cohen, PhD, M.Phil.
- Ages and Stages Questionnaire Train the Trainer.
- 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:** Community Partners

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

| BUDGET PERIOD: | SFY 20 (7/1/19- 6/30/20) | | |
|---|---|---|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Brian Collins- Executive Director | $213,000 | 50.00% | $106,500.00 |
| Suzanne Bagdasarian- CFO | $105,000 | 50.00% | $52,500.00 |
| Pam Dushan- Director Case Management | $72,100 | 100.00% | $72,100.00 |
| Suzanne Iverson- Chief Operating Officer, DS | $70,000 | 100.00% | $70,000.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | $301,100.00 |

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

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-04)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Community Bridges | | 1.4 Contractor Address<br>70 Pembroke Road<br>Concord NH 03301 | |
| 1.5 Contractor Phone Number<br>603-226-3212 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$8,554,494 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White<br>Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>David H. Ossoff - President - BoD | |

1.13 Acknowledgement: State of NH, County of Merrimack

On 5-7-2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Sherryl Harding, Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Schmeltz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Schmeltz, Director, Division LTSS |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials O.O.
Date 5/7/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials O.C.
Date 5/7/19

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials O. O.
Date 5/7/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services

2.1.2. Community Participation Services and/or Employment Services

2.1.3. Family-Centered Early Supports and Services

2.1.4. Family Support Services

2.1.5. In-Home Support Services

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services

2.1.7. Residential Services

2.1.8. Service Coordination

2.1.9. Services to Person with Acquired Brain Disorders

2.1.10. Participant Directed Managed Services

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations.

2.5.1.2. Transition plans for youth leaving children's services.

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. A process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations.

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5

days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18 with the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6.

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating

expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material

financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the Contractor is unable to submit within 30 days then the Contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers.

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual.

1.3.1.2. Last date of services for the individual.

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 4 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 480 | 480 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12.FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 526 | 55 | 313 | 158 | 97190 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including,

but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who Provide Residential Services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification

of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 30 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 722 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $5000 in Client Services Funds to cover gaps of services not otherwise covered and to

ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

## 14. Systemic, Therapeutic Assessment, Respite, and Treatment (START)

14.1. The Contractor shall provide statewide Systemic, Therapeutic Assessment, Respite, and Treatment (START) services.

14.2. The Contractor shall provide a START Coordinator who will be assigned to each of the Department's ten Area Agency Contractors that will:

14.2.1. Conduct an initial intake and determine eligibility for all individuals referred to the START program in accordance with the Departments laws and rules.

14.2.2. Develop, for eligible individuals, an individualized crisis plan in consultation and collaboration with the individual's team.

14.3. The Contractor shall provide a START Center that includes three (3) beds for short term planned therapeutic respite stays of up to three to four days, and three (3) beds for emergency stays for up to thirty days. The Contractor agrees that each bedroom shall only accommodate one person.

14.4. The Contractor shall provide on call services during business hours defined as 8:00 am through 5:00 pm.

14.5. The Contractor will coordinate and work with the Dartmouth Hitchcock Medical Center Multidisciplinary consultation team (TEAM) as follows:

14.5.1. The TEAM accepts children and adults being referred from the Area Agencies. Should the number of referrals exceed the number of clients able to be seen, then Dartmouth Hitchcock Medical Center TEAM shall prioritize clients based on the most immediate need and critical situation;

14.5.2. The TEAM of expert providers is the one point of access which will reduce each client's number of medical appointments and reduce each client's need to travel to multiple appointments;

14.5.3. The interdisciplinary clinic TEAM shall convene one time per month and shall conduct a face-to-face appointment with two clients per month, for a total of twenty-four (24) clients per year. The interdisciplinary clinic team meetings and face-to-face client appointments shall take place at a location designated by DHHS.

14.6. The Contractor shall collect and analyze data defined by the Department regarding START services as identified through SIRS.

# Exhibit A-2 Community Bridges

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 70 | 83,666 |
| **Community Participation Services** | | | |
| | Day | 71 | 295,644 |
| | SEP | 59 | 51,304 |
| **In Home Support Services** | | | |
| | In Home Supports | 60 | 720 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 179 | 767,853 |
| | Residential | 190 | 48,163 |
| **Residential Services** | | | |
| | Residential | 32 | 8,803 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 15 | 53,515 |
| | Residential | 27 | 7,822 |
| | Consolidated Services | 4 | 48 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 130 | 1,561 |

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

**3. Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $146,880.

**4. Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment

to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $1500.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and

Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In

any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis



Contractor Initials O.O.
Date 5/7/19

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Contractor Initials O.O.
Date 5/7/19

## REVISIONS TO STANDARD CONTRACT LANGUAGE

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

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/7/19
Date

D H. Oss
Name: David H. Ossoff
Title: President - 300

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/7/19
Date

Name: David H. Osnoff
Title: President - BOD



Contractor Initials DO
Date 5/7/19

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/7/19
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOD

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/7/19
Date

David H. Cobb
Name: David H. Cobb
Title: President - BoD

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/7/19
Date

Name: David H. Ross
Title: President - BOD

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Community Bridges |
|---|---|
| The State | Name of the Contractor |
| Deborah D. Scheetz | David H. Ossoff |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | David H. Ossoff |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of HSS | President - BOD |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/7/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/7/19
Date

D. H. Osseff
Name: David H. Osseff
Title: President - BOD

## FORM A

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

1. The DUNS number for your entity is: _____

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?

   _____ 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: Ann Potoczak Amount: 143,000
   Name: Rae Tanguay Amount: 100,000
   Name: Sherry Harding Amount: 110,000
   Name: Tracy Lonergan Amount: 73,000
   Name: Tom Bunnell Amount: 100,000

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 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: **64837**

Certificate Number : **0004508609**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May A.D. 2019.

William M. Gardner

Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of **Community Bridges, Board of Directors**.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on **May 7th, 2019**.
(Date)

**RESOLVED:** That the **President of the Board of Directors**
(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 7th day of **May**, 2019.
(Date Contract Signed)

4. **David Ossoff** is the duly elected **President, Board of Directors**
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Philip Sletten
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 7 day of May, 2019,

By Philip Sletten.
(Name of Elected Officer of the Agency)

MY COMMISSION EXPIRES MAY 3, 2022 NOTARY PUBLIC NEW HAMPSHIRE

Sherry L. Hardig
(Notary Public/Justice of the Peace)

Commission Expires: 5-3-2022

Client#: 527344 COMMUBRI

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Insurance Company | 23850 |
| INSURER B : AMTRUST GROUP | 99999 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Community Bridges
70 Pembroke Road
Concord, NH 03301

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | PHPK1843520 | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK1843521 | 06/30/2018 | 06/30/2019 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | PHUB636233 | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE | $4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $4,000,000 |
| | DED X RETENTION $10000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WWC3288571 | 06/30/2018 | 06/30/2019 | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A | | | | | | E.L. EACH ACCIDENT | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate covers all operations usual and customary to the business of the insured.

**CERTIFICATE HOLDER**

State of New Hampshire
Department of Health and 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMUNITY BRIDGES

Connecting Individuals with Disabilities to Their Community

# Mission Statement

*Community Bridges assures and maintains the integration, growth and interdependence of people with disabilities in their home communities so they have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.*

# COMMUNITY BRIDGES

## Financial Statements

## For The Years Ended June 30, 2018 and 2017

Seelye & Schulz

P.A., Certified Public Accountants

## INDEPENDENT AUDITORS' REPORT

To The Board of Directors
Community Bridges
Concord, New Hampshire

We have audited the accompanying financial statements of Community Bridges (a New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the 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 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 financial statements.

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

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

**COMMUNITY BRIDGES**
STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| **ASSETS** | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | $ 2,939,694 | $ 2,821,974 |
| Cash held for consumers under agency agreements | 175,795 | 178,518 |
| Accounts receivable, net of allowances of $104,246 and $99,228 for 2018 and 2017 respectively | 2,947,491 | 2,112,276 |
| Promises to give | - | 25,000 |
| Prepaid expenses | 169,840 | 250,979 |
| | 6,232,820 | 5,388,747 |
| PROPERTY & EQUIPMENT, at cost, net of accumulated depreciation | 3,343,249 | 3,335,974 |
| | $ 9,576,069 | $ 8,724,721 |
| **LIABILITIES AND NET ASSETS** | | |
| CURRENT LIABILITIES | | |
| Current portion of long-term debt | $ 106,877 | $ 131,380 |
| Accounts payable | 1,882,452 | 965,370 |
| Deferred revenue | 24,428 | 163,720 |
| Accrued payroll and payroll taxes | 541,940 | 545,553 |
| Accrued vacation | 491,863 | 457,868 |
| Held for consumers under agency agreements | 175,795 | 178,518 |
| | 3,223,355 | 2,442,409 |
| LONG-TERM DEBT, net of current portion | | |
| Notes payable | 1,402,185 | 1,510,878 |
| NET ASSETS | | |
| Unrestricted | 4,925,770 | 4,727,093 |
| Temporarily restricted | 24,759 | 44,341 |
| | 4,950,529 | 4,771,434 |
| | $ 9,576,069 | $ 8,724,721 |

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

# COMMUNITY BRIDGES
## STATEMENT OF FUNCTIONAL EXPENSES
## For The Year Ended June 30, 2018

| | Case Management | Start Program & Clinical | Family Support | Respite Care | Residential & Day | Independent Living | Early Intervention | Self Directed Services | Subcontract Residential, Day & Self Directed Services | General Management | Subcontract General Management | 2018 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Salaries and wages | $ 847,562 | $ 1,174,191 | $ 466,613 | $ - | $ 4,545,459 | $ 299,674 | $ 927,507 | $ 2,442,601 | $ - | $ 1,593,439 | $ - | $ 12,297,046 |
| Employee benefits | 157,704 | 218,316 | 87,772 | - | 857,374 | 56,377 | 175,972 | 484,608 | - | 328,051 | - | 2,366,174 |
| Payroll taxes | 60,925 | 82,815 | 36,569 | - | 331,114 | 21,234 | 66,841 | 176,900 | - | 119,019 | - | 895,417 |
| Family business | - | - | - | - | - | - | - | 187,565 | - | - | - | 187,565 |
| Contracted substitute staff | 273 | - | - | - | - | - | 402 | - | - | 27,846 | - | 28,521 |
| Client treatment services | - | - | 200 | - | 1,980,119 | - | - | 321,260 | - | - | - | 2,301,579 |
| Client therapies | 194,691 | 17,779 | 1,289 | - | 8,875 | - | 279,680 | 14,067 | - | - | - | 516,381 |
| Accounting | - | - | - | - | - | - | - | 31,958 | - | 2,838 | - | 34,796 |
| Audit fees | - | - | - | - | - | - | - | - | - | 13,500 | - | 13,500 |
| Legal fees | - | - | - | - | - | - | - | - | - | 18,036 | - | 18,036 |
| Other professional fees and consultants | 48,535 | 211,637 | 8 | - | 105,334 | 15 | 7,668 | 37,252 | - | 227,330 | - | 637,779 |
| Subcontractors | - | 21,884 | - | - | - | - | - | 35,662 | 13,291,933 | - | 1,260,115 | 14,609,594 |
| Non-subcontractors | 29,203 | 184,294 | - | - | 525 | - | - | 519,126 | 597,962 | - | - | 1,331,110 |
| Staff development and training | 3,473 | 14,915 | 13,248 | - | 14,395 | - | 19,652 | 5,177 | - | 44,365 | - | 115,225 |
| Rent | 63,389 | 11,299 | 63,389 | - | 67,803 | - | 44,574 | 30,803 | - | 74,229 | - | 355,486 |
| Client mortgage payments | - | - | - | - | 39,732 | - | - | 10,403 | - | - | - | 50,135 |
| Utilities | - | 14,222 | - | - | 101,347 | - | - | - | - | - | - | 115,569 |
| Building maintenance and repairs | 4,582 | 12,183 | 3,773 | - | 115,293 | - | 3,504 | 1,391 | - | 11,649 | - | 152,375 |
| Property taxes | - | 3,738 | - | - | 80 | - | - | - | - | - | - | 3,818 |
| Other occupancy costs | - | - | - | - | 568 | - | - | - | - | - | - | 568 |
| Office | 8,106 | 7,707 | 3,153 | - | 21,833 | - | 5,042 | 3,121 | - | 37,757 | - | 86,719 |
| Building/household | 1,523 | 9,020 | 1,671 | - | 49,460 | - | 1,158 | 8 | - | 18,918 | - | 81,758 |
| Client consumables | - | 30,244 | 15,958 | - | 79,757 | - | 9,600 | 107,884 | - | - | - | 243,443 |
| Medical | - | 55 | - | - | 371 | - | - | - | - | - | - | 426 |
| Equipment rental | 2,461 | - | 2,279 | - | 3,464 | - | 4,375 | 1,094 | - | 4,662 | - | 18,335 |
| Equipment maintenance | 317 | 2,202 | 225 | - | 6,280 | - | 432 | 5,187 | - | 171,185 | - | 185,828 |
| Depreciation | 6,421 | 45,000 | 2,744 | - | 235,665 | 2,744 | 3,845 | 28,199 | - | 16,826 | - | 341,444 |
| Advertising | 197 | - | 217 | - | 1,092 | - | 477 | 1,292 | - | 2,057 | - | 5,332 |
| Printing | 1,913 | 230 | 626 | - | 1,071 | - | 9,748 | 445 | - | 4,700 | - | 18,733 |
| Telephone/communications | 2,831 | 11,334 | 2,848 | - | 16,159 | - | 5,280 | 1,000 | - | 8,417 | - | 47,869 |
| Postage/shipping | 2,754 | 683 | 2,550 | - | 3,944 | - | 4,895 | 1,224 | - | 5,716 | - | 21,766 |
| Transportation | 12,937 | 40,847 | 15,568 | - | 264,309 | 46,190 | 73,642 | 175,730 | - | 7,096 | - | 636,319 |
| Assistance to individuals | 18,978 | - | 178,289 | 196,814 | 10,552 | - | - | 20,196 | - | - | - | 424,829 |
| Insurance | 4,328 | 2,344 | 1,499 | 417 | 52,786 | - | 3,055 | 7,644 | - | 5,374 | - | 77,447 |
| Membership dues | - | - | - | - | 60 | - | 260 | - | - | 6,464 | - | 6,784 |
| Interest expense | - | - | - | - | - | - | - | - | - | 60,396 | - | 60,396 |
| Other expenditures | 53,403 | 4,452 | - | - | - | - | 232 | 2,838 | - | 45,851 | - | 106,776 |
| TOTAL FUNCTIONAL EXPENSES | $ 1,526,506 | $ 2,121,391 | $ 900,488 | $ 197,231 | $ 8,914,821 | $ 426,234 | $ 1,647,841 | $ 4,654,635 | $ 13,889,895 | $ 2,855,721 | $ 1,260,115 | $ 38,394,878 |

The Accompanying Notes Are An Integral Part
Of These Financial Statements

**COMMUNITY BRIDGES**
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| **CASH FLOWS PROVIDED BY (USED IN) OPERATING ACTIVITIES** | | |
| Cash received from support and revenue | $ 37,618,304 | $ 37,485,562 |
| Cash paid to suppliers and employees | (36,964,435) | (35,760,972) |
| Interest received | 1,162 | 1,466 |
| Interest paid | (60,396) | (64,347) |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | 594,635 | 1,661,709 |
| **CASH FLOWS PROVIDED BY (USED IN) INVESTING ACTIVITIES** | | |
| Proceeds from sale of asset | - | 98,503 |
| Purchases of property and equipment | (343,719) | (281,904) |
| NET CASH USED IN INVESTING ACTIVITIES | (343,719) | (183,401) |
| **CASH FLOWS PROVIDED BY (USED IN) FINANCING ACTIVITIES** | | |
| Proceeds from bank financing | - | 74,100 |
| Principal payments on debt | (133,196) | (200,173) |
| NET CASH USED IN FINANCING ACTIVITIES | (133,196) | (126,073) |
| NET INCREASE IN CASH | 117,720 | 1,352,235 |
| CASH, Beginning of Year | 2,821,974 | 1,469,739 |
| CASH, End of Year | $ 2,939,694 | $ 2,821,974 |
| RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES: | | |
| Change in net assets | $ 179,095 | $ 928,873 |
| Adjustments: | | |
| Depreciation | 341,444 | 284,170 |
| Gain on sale of assets | (5,000) | (64,548) |
| Donated assets | - | (106,115) |
| Change in assets and liabilities: | | |
| (Increase) decrease in: | | |
| Accounts receivable | (835,215) | 549,643 |
| Promises to give | 25,000 | (5,000) |
| Prepaid expenses | 81,139 | (60,760) |
| Increase (decrease) in: | | |
| Accounts payable | 917,082 | (19,232) |
| Deferred revenue | (139,292) | 12,340 |
| Accrued payroll | (3,613) | 107,458 |
| Accrued vacation | 33,995 | 34,880 |
| Net cash provided by operating activities | $ 594,635 | $ 1,661,709 |

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the financial statements, the Agency considers cash in bank accounts and all other highly liquid investments with an original maturity of less than three months to be cash equivalents. The only cash equivalents at June 30, 2018 and 2017 were overnight investments in government securities made through commercial sweep accounts with the Agency's bank.

Cash Held and Funds Payable for Consumers

The Agency acts as custodian over funds of several consumers for a minimal fee. Cash is deposited and checks are drawn on a special bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position. These accounts are offsetting and have no impact on the Agency's cash flow.

Property and Equipment

The Agency records property and equipment at cost. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to

NOTE C. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| Land | $ 579,599 | $ 579,599 |
| Building and improvements | 2,933,451 | 2,933,451 |
| Equipment and furniture | 1,200,390 | 941,643 |
| Vehicles | 1,023,390 | 882,340 |
| Work in process | 71,020 | 169,557 |
| | 5,807,850 | 5,506,590 |
| Less accumulated depreciation | 2,464,601 | 2,170,616 |
| | $ 3,343,249 | $ 3,335,974 |

NOTE D. CONCENTRATIONS OF RISK

The Agency received 93% of its funding from Medicaid for the years ended June 30, 2018 and 2017. Additionally, the balance due from Medicaid comprised 86% and 88% of the net accounts receivable at June 30, 2018 and 2017, respectively.

The Agency maintains its cash accounts at one financial institution. The balance at the bank is insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The cash balance exceeded the FDIC coverage limit by $1,459,001 and $1,277,936 at June 30, 2018 and 2017, respectively.

At June 30, 2018 and 2017, the Agency had $1,982,525 and $1,941,574, respectively, invested in repurchase agreements that were secured by marketable securities of federal agencies. The funds were not insured by the Federal Deposit Insurance Corporation.

NOTE E. OPERATING LEASES

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expire in October 2019. The leases provide for two, two-year renewal options. The lessee is responsible for all utilities, repairs and maintenance, and insurance. The lessee is also responsible for a pro rata share of the real estate taxes and common area costs over a base. The base rent in the first year was $297,355 per annum. The lease amount increases annually up to $341,614 for year six.

NOTE G. NOTES PAYABLE

Notes payable consisted of the following as of June 30:

| | 2018 | 2017 |
|---|---|---|
| 4.4% mortgage note payable bank, monthly installments of $320 of principal and interest, through February 2036, secured by land and building with a balloon payment of $30,473 | $ 60,451 | $ 61,608 |
| 4.4% mortgage note payable bank, monthly installments of $917 of principal and interest, through February 2036, secured by land and building with a balloon payment of $89,812 | 175,836 | 179,026 |
| Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through July 2035. Rate is fixed for first five years at 4.25%. Interest is based on the Five Year Treasury Bill adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2018 and 2017, the interest rate was 4.25% with monthly installments of $4,062 | 591,339 | 614,416 |
| 4.4% mortgage note payable bank, monthly installments of $540 of principal and interest, through February 2036, secured by land and building with a balloon payment of $52,862 | 102,941 | 104,843 |
| 4.4% note payable bank, monthly installments of $876 of principal and interest, through February 2036, secured by land and building with a balloon payment of $85,803 | 167,344 | 170,420 |
| 2.95% note payable bank, monthly installments of $1,940 of principal and interest, through January 2018, secured by a vehicle | - | 13,445 |
| 1% note payable state public agency, monthly installments of $1,111 of principal and interest, through July 2017, secured by a vehicle | - | 1,120 |

NOTE G. NOTES PAYABLE (Continued)

| | 2018 | 2017 |
|---|---|---|
| Note payable finance company, payable in monthly installments of $323 of principal, no interest, through June 2021, secured by vehicle | 11,310 | 15,188 |
| Note payable finance company, payable in monthly installments of $597 of principal, plus 3.5% interest, through September 2018, secured by vehicle | 2,146 | 8,046 |
| | 1,509,062 | 1,642,258 |
| Less current portion | (106,877) | (131,380) |
| | $1,402,185 | $1,510,878 |

Annual principal payments for the next five years are as follows:

| | |
|---|---|
| 2018 | $ 106,877 |
| 2019 | 84,175 |
| 2020 | 67,964 |
| 2021 | 53,117 |
| 2022 | 44,528 |
| Thereafter | 1,152,401 |
| | $ 1,509,062 |

Interest expense for the years ended June 30, 2018 and 2017 was $60,396 and $64,347, respectively.

## NOTE K. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2018 and 2017, because of the relatively short maturity of these instruments. The carrying value of long-term debt, including the current portion, approximated fair value as of June 30, 2018 and 2017, based on current borrowing rates for loans with similar maturities.

## NOTE L. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

The Agency purchased an operations and administrative facility on October 10, 2018 for $1,850,000. The purchase was financed with a 25 year loan for $1,480,000 secured by a mortgage on the property. It is payable in monthly installments of $6,167 interest only at 5.0% for the first 36 months, $9,254 of principal and interest at 5.0% for the next 24 months and then 240 payments at $9,741 of principal and interest based on the Federal Home Loan Bank of Boston Regular Amortizing Rate (currently 3.37%) plus 2.25% resulting in an initial rate of 5.62% beginning on November 10, 2023. The rate and resulting payments will be adjusted every five years based on the index.

The Agency also refinanced two other properties for $80,000 and $75,000 to provide cash towards the acquisition. The loans require monthly principal and interest payments of $905 for the first 5 years with the rate fixed at 5%. The rate and resulting payments will be adjusted to the Federal Home Loan Bank Rate plus 2.25% for the remainder of the term.

Management has evaluated events through January 9, 2019, the date that the financial statements were available to be issued.

# Community Bridges Board of Directors

2019

| | |
|---|---|
| **Officer** | |
| Name: **David Ossoff** | Title: **President** |
| Member Since: **September 2011** | Term expiration: **September 2019**<br>**Officer** term expires: **May 2020** |
| **Officer** | |
| Name: **Alice Young - Consumer** | Title: **Vice President** |
| Member Since: **May 2012** | Term expiration: **May 2021**<br>**Officer** term expires: **May 2020** |
| **Officer** | |
| Name: **Philip Sletten** | Title: **Treasurer** |
| Member Since: **January 2017** | Term expiration: **January 2020**<br>**Officer** term expires: **May 2020** |
| **Officer** | |
| Name: **Elizabeth Bornstein - Consumer** | Title: **Secretary** |
| Member Since: **August 2013** | Term expiration: **August 2019**<br>**Officer** expiration: **May 2020** |
| | |
| Name: **Kristin Phillips** | Title: **Consumer** |
| Member Since: **August 2013** | Term expiration: **August 2019** |
| | |
| Name: **Betsy McNamara** | Title: **Consumer** |
| Member Since: **2002** | Term expiration: **May 2021** |
| | |
| Name: **Jennifer Pineo** | Title: **Consumer** |
| Member Since: **October 2016** | Term expiration: **October 2019** |
| | |
| Name: **Bradley Hosmer** | Title: **Member** |
| Member Since: **March 1997** | Term expiration: **March 2022** |

| | |
|---|---|
| Name: **Glenn Stuart** | Title: **Consumer** |
| Member Since: **June 2005** | Term expiration: **June 2021** |
| | |
| Name: **John Taylor** | Title: **Consumer** |
| Member Since: **December 2015** | Term expiration: **December 2021** |
| | |
| Name: **Stephany Wilson** | Title: **Consumer** |
| Member Since: **June 2015** | Term expiration: **June 2021** |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |
| | |
| Name: | Title: |
| Member Since: | Term expiration: |

*Updated 4/6/18, 6/26/18, 1/7/19*

Tracey Lonergan

[redacted]

## Professional Strengths

- Administrative
- Event Management
- Process Improvement
- Strategic Planning
- Computer Skills
- Space Planning
- Facilities Management

## Career Achievements and Accomplishments

- Panelist, NH Governor's 1st LEAN Conference – spoke about the application of LEAN process improvement practices to NH Non Profit
- Leadership Award Manager of Year, Community Bridges, 2008
- Professional, Administrative, Technical Employee of the Year, University of New Hampshire, 2000 – selected as the sole recipient of this Award from over 900 Professional Staff
- Converted Medical Records from paper format to electronic health record system (over 1800 clients)
- Coordinated events from 15 person Board of Directors Retreats to Agency Milestone Anniversary Celebrations to UNH at Manchester Campus Graduation with 800 guests
- Coordinated Campus move to Millyard Campus; coordinated agency move of 110 staff offices from Bow to Concord, from Concord to new Concord location.

## Experience

Community Bridges, Concord, NH
2001 - Present
Vice President, Administrative Operations
Director, Administrative Operations
Office Manager

- Manage Teams: Information Technology Department, Administrative Support Team, Records Management department, Facilities and Fleet Manager, Intake Specialist and Representative Payee/Benefits Specialist – this includes hiring, supervising, setting individual and department goals, measuring progress and outcomes
- Coordinate Board of Directors activities, meetings and events, schedule and record meetings, update by-laws and board policies and procedures
- Agency-wide responsibilities – Coordinating events, trainings and retreats including travel coordination for guest speakers and trainers, accommodations, catering, and communication
- Manage physical plant – liaise with landlord regarding maintenance issues including coordinating inspections and testing of safety equipment. Negotiate contracts for office equipment, services and supplies
- Develop Capital Projects list for 10 residential properties owned by the agency and 23 accessible vans, develop maintenance schedules and coordinate services including landscaping and snowplowing, trash removal, paving, generator testing and maintenance, furnace and sprinkler system testing and inspections, vehicle maintenance, inspections, insurance and sublease contracts

# Sherry Harding, MS, SPHR

[redacted]

## KEY QUALIFICATIONS

| | |
|---|---|
| Company growth/acquisitions | Coaching/Mentoring/Succession Planning |
| Recruitment/workforce planning | Employee Relations/Problem Resolution |
| Training/Assessment/Education | Creative Problem Solver |
| Project Management Skills | Positive Leader and Influencer |
| Innovative/Can do attitude | Organizational Development/Strategic Planning |
| Health and Safety/Workers Comp. | Performance Review/Management |
| Compensation/Benefit Programs | HRIS Systems/Implementation |
| Experienced in matrix/remote work | 15 years of Management experience leading teams |

## PROFESSIONAL EXPERIENCE

**Community Bridges, Concord, NH**
**Vice President of Human Resources & Operations** **02/01/2009 – Present**

Provide human resource leadership and operational management as part of an executive management team in a non-profit environment.

- HR Assessment - successfully completed a redesign of the Human Resources Department to include orientation, recruitment practices, compliance, payroll, compensation, employee relations, HR policies and benefits to meet company needs for expansion.
- Organizational leadership - provide ongoing consultation to all management staff on employee relations and departmental structures. Implement and provide leadership training which includes new employee evaluation process, employee competency work, including strategic competency dashboards, provide executive level coaching.
- Communication - built a comprehensive communications program for employees as well as communication training for front line managers.
- Innovative - created a Wellness and Culture Program focusing on health and wellness which has resulted in only a 2.5% increase in health benefits over the past four years. Won Harvard Pilgrim Health Innovations Award 2012.
- Lean Management – as part of lean management team provide consultation and facilitation on work flow, departmental process/procedures and needs for optimal resource allocations.
- Succession planning/Development - designed and implemented coaching and succession planning processes to meet the needs for continued growth of the agency.
- Customer service focused – created a Human Resources Department that supports all managers/employees in the agency. HR is recognized and acknowledged as an integral business partner throughout the organization.
- Fiscal responsibility - decreased unemployment claims with a check back from trust of over $13,000.00 in 2013 and $35,000.00 in 2014.
- Management – eight direct reports – four in HR and four in customer service operational program

**Catholic Medical Center, NH** 03/2001-11/2006
***Director of Employment and Employee Relations***

Provide human resource leadership in a multi-facility environment with 1500+ employees with a high focus on employee relations, management consulting and strategic planning.

- Employee Relations – proactively delivered a high level of employee relations to include investigations, mediation, conflict resolution, career counseling, problem resolution, and coaching. Successfully counseled and/or coached employees and managers regarding employee relation's issues in complex situations staying within policies and legal environment requirements.

- Innovation - rebuilt a human resources team, which influenced key business decisions, including hiring and retaining key personnel in a tight healthcare labor market.

- Fiscal responsibility - successfully implemented a case management system for worker compensation, which resulted in decreased workers compensation costs and improved employee morale.

- Change management – provided coaching for managers for increased awareness of performance issues, process and procedure issues, and cross training functionality. Created communication plan for improved communication on units and set measurable goals. Maintain high level of creditability with all other departments in the facility fostering open communication and a high level of interpersonal communication resulting in increased use of human resources services for proactive problem solving and increased productivity.

- Project work - successfully lead team of recruiters to revamp and continuously improve process and procedures for recruitment, orientation, performance management, and all HR procedures in a fast paced environment. Successfully implemented a recruitment plan and hired qualified staff to open a new unit in the hospital meeting tight opening deadline.

- Customer service – Implemented standards for human resources group, which lead to a superior reputation of the HR department as a resource center.

- Leadership Development – implemented training program company wide. This training included leadership style, interviewing, team building, FMLA/Leave policy, and other related topics. Created, developed and taught programs on an annual basis.

Software Knowledge: Microsoft, Lawson, Visonware, Decision Point, GroupWise, Access Central, Visio, Mercury, eWorkplace, PSW, Lotus, WordPerfect, ABRA Pay, Infinium, FrontPage, Made to Manage, Realworld Accounting, Constant Contact, Mindjet, and LTC fund accounting.

Education: *Southern New Hampshire University*
- Master of Science – Organizational Leadership

*Franklin Pierce College*
- Associates Degree in Accounting
- Bachelors Degree in Management/HR

Certifications: Senior Professional in Human Resources (*SPHR) since 2001*
*Certification in Professional/Life Coaching – ongoing at UNH*

Memberships: *Society for Human Resources Management. SHRM*
*Manchester Area Human Resources Association. MAHRA*

References: *Impeccable references provided by request*

# Rae Tanguay

RTanguay@Comcast.net


Summary of Skills: I have worked in most positions within a standard Accounting Department which has given me a well-rounded group of skills that provides a great base to identify, analyze and deal with most Accounting issues and create opportunities for improvement. Additionally I have worked as an Accounting Applications Specialist certified by Microsoft to install and support Microsoft Great Plains. This has given me system resources to gather and manipulate data as needs and special projects arise.

## Software Experience

Microsoft Great Plains – Dynamics, Frx, Sage MIP, Excel, Word, Publisher, Access, Powerpoint, Real World Accounting, Genelco, Oracle, and AS400.

## Work Experience

**2011 - Present - Community Bridges** - 40 Million in Revenue per year - Community Bridges is a non-profit organization that works to advance the integration, growth, and interdependence of people with disabilities in their home communities in ways that promote their ability to have positive control over the lives they have chosen for themselves. We offer services in the community, help integrate individuals into home environments and operate 10 homes that offer the individuals we serve a safe environment in which to live. We have homes that specialize and focus on providing a safe environment for a specific part of the population we serve. With our homes we operate we want individuals to be safe, happy and to feel truly at home.

**Chief Financial Officer 2018 – Present**

- Propose financial strategy alternatives to the Executive Director, Finance Committee and Board of Directors.
- Implement financial strategies as approved.
- Prepare, study and analyze the financial operations of the agency.
- Represent the Agency's interests with funding sources, government officials, agency staff, vendors and other constituents.
- Manage Fiscal meetings, Budget approval, Advanced Authorization budget review.
- Supervise the preparation and implementation of the agency.
- Present reports to the Board of Directors, staff, funding sources, vendors and other constituents.
- Monitor the financial performance of each department and propose improvements where indicated.
- Coordinate the annual audit and act as a liaison with the auditors.

**Controller 2014 – 2018**

- Direct management of Business Office Staff
- Monthly financial statement preparation
- Development of staff in an environment full of changes to ensure employee longevity, individual personal satisfaction and financial success for Community Bridges
- Design financial policies and procedures to eliminate duplication of effort, maximize efficiencies and ensure protection of company interests.
- Internal controls

- Medicaid utilization analysis for 40 million dollar contract with the State of New Hampshire. In our non-profit environment we must provide timely analysis of how well we utilize the contracted funds our agency has been awarded and provide meaningful information to management to make informed decisions.
- Interface with Program managers to help them understand the revenue their programs are expected to generate and to identify areas where their programs are successful and areas that need to be reviewed because they are not maximizing revenue. I work as a partner with these managers to analyze what is happening, areas of opportunity to improve and to reduce redundant efforts.
- Month end journal entries and revenue analysis.
- Special projects – have included working with our programmer to design, build, test and launch of a billing system to pay Vendor Contracts that are approximately 15 Million per year. The second phase of this project was the design, build, test and launch of an automated analytical tool to automate the analysis of our real time Medicaid Contract utilization. Our Medicaid contract is over four thousand lines that are individually analyzed. This tool takes information from four systems and combines them into a condensed format for review.

**Senior Accountant 2011 – 2012**

- Vendor Contract creation, maintenance, reconciliation, and Customer Service
- State Medicaid Funding Liaison
- Payroll entries and Payroll Quarterly reconciliation
- Reconciliation of Balance Sheet accounts
- Assist in month end close
- Assist in annual Audit
- Vendor Contract Budget
- Grant Reporting

## 2010 – 2011 General Ledger Accountant

**Lutheran Social Services of New England - LCS-MA - 14 Million in Revenue per year - A Lutheran Based Non-profit organization with Service Lines in the following areas: Services for New Americans – helping individuals get homes and build lives, Developmental Disabilities, Adoption, Foster Care, Disaster Recovery, and At Risk Teens in Therapeutic Homes.**

- Full Financial Statement Preparation
- Analysis of P & L Account Variances
- Management of Monthly changes in Assets
- Report P & L Variances to Service Line Manager and Controller
- Daily and Monthly management of General Ledger
- Monthly Analysis of Balance Sheet Accounts for variances

## 2004 – 2009 Accounting Manager/Business Analyst

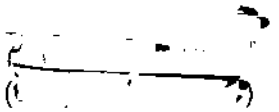
**ACA Assurance 12 Million in Revenue per year - A non-profit Fraternal Insurance Company providing Life Insurance, Travel Insurance, and Annuity products to individuals with a French Catholic Heritage. Company Liquidation**

- Quarterly Analysis of Asset Accounts for variances
- Analyze P & L Accounts to identify key changes and their causes
- Budget to Actual Analysis
- Extract management Dashboard Data - Analyze and prepare weekly reports
- Analyze company performance by product and location
- Prepare annual budget templates and provide guidance to department managers to prepare their annual budget
- Management of General Ledger
- Bank Reconciliation
- Financial Report Design and Creation
- Financial Data Extraction and Analysis
- Management of Sub Ledger Activity
- Forensic Reconstruction of Annuity Data after a non-perfect data conversion
- Special projects involving Data extraction and analysis

## Education

2003, Bachelor of Science in Accounting, Southern NH University
2003, Bachelor of Science in Computer Advisory Management, Southern NH University
Accounting Application Specialist – Microsoft Great Plains Dynamics Certified
Lean Practitioner – State of NH Certified 2013

Ann P. Potoczak



**Key Qualifications**

DHHS System Knowledge
Project Management Skills
Management of Programs
Workforce Development
Budgets
Management Mentoring
Interpersonal/Communication

Professional Experience

**Community Bridges**
**70 Pembroke Road**
**Concord NH 03301**

**Interim Executive Director** **April 2, 2019**

**Associate Executive Director** **July 2017 to Present**

Reporting to the Executive Director (ED) and provide overall strategic and operational responsibility for the Residential and Day Services staff, programs, expansion, and execution of its mission.

Oversight of 8 properties owned by the Agency to insure they are in compliance with the state and federal rules for operation.

Ensure ongoing local programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.

Actively engage and energize the operational structure of the RDS team, leading in quality initiatives and meeting regulations of the state.

Lead, coach, develop, and retain the RDS team high-performance senior management team

Ensure effective systems to track scaling progress during the states requirement to comply with CMS settings rule in the community. Regularly evaluates program components, so as to measure successes that can be effectively communicated to the board, funders, and other constituents. Work with the Executive Director to develop new housing options for the individuals we serve.

Deepen and refine all aspects of communications—from web presence to external relations with the goal of creating a stronger brand.

**Vice President of Community Services** **February 2014-July 2017**

Provide for administrative oversight of community service programs offered through the agency and contracted provider agency activities that address community services and supports as identified by the Executive Director.

Supervise Directors, providing direction, support, and communicating out strategic goals to meet all community based services with a high level of quality.

Assess on-going operations and identify current and projected interests of those served by the agency to develop plans for improvement and new development. Collaborate with members of the senior management team and the Executive Director to develop and implement projects that strengthen agency capacity to meet our mission.

Works together with the other Vice Presidents to meet operational needs.

Provide regular reports to the Executive Director on activities and critical issues facing the organization.

Promote leadership development within the agency and a culture of respect, positive relationship and responsibility.

Provide reports to the board of directors through personal presentations as identified by the Executive Director.

Provide agency oversight in the absence of the Executive Director as assigned.

**Director of Community Services** **August 2007-February 2014**

The Director of Community Services is responsible for assuring the Community Bridges and the regional provider agencies comply with applicable regulations and regional standards of practice and provide supports and services that support all aspects of the agency mission.

Responsible for reviewing support needs assessments and managing the agency waiting list. Assuring that information on eligible applicants for services is evaluated and integrated into agency planning in accordance with Community Bridges policy and regulations.

Provide statistical analysis and recommendations of the agency quality assurance indicators.

Act as the agency HIPAA Compliance Officer as well as the complaint investigator for service related issues.

Provide for daily oversight of program operations for agency functions and provider agency functions that address community services and supports.

Assure that staff, managers and provider agencies protect and demonstrate respect for each person's legal, civil, and human rights.

Provides staff and provider agency trainings, reviews client records and analyzes data to assure with regulations regarding rights, and provides technical assistance to individuals, families, and guardians regarding rights upon request.

Oversee and supervises the Director of Residential and Day Services provided by Community Bridges as well as the Quality Assurance Coordinator

Participates and coordinates projects for the agency as they relate to the individuals who are provided services.

Participate in numerous Statewide Collaborative Projects with the Bureau of Developmental Services and Department of Health and Human Services

**Quality Assurance Coordinator** **July 2003 – August 2007**

Responsible for assuring the Community Bridges and regional provider agencies comply with applicable regulations and provide supports and services that protect and respect individual rights.

Provide statistical analysis and recommendations of the agency quality assurance activities based on indicator.

Other duties included in this position are Complaint investigator, Vendor Liaison, HIPAA Compliance Officer, Coordinator of Self Advocacy Groups, and Management of the Waiting List. All of these activities required reporting to the Chief Operating Officer and Executive Director.

**Intake and Waitlist Coordinator** **July 2000 -August 2007**

Responsible for all aspects of the intake process.

Reviewed the clinical information for eligibility as defined by state standards for the Developmentally Disabled and Acquired Brian Disorders.

Made Eligibility Determinations based on the information provided.

Monitoring the consumer's needs and assisting them with connections to the community until services are developed.

Maintained information for the Awaiting Services List for the Bureau of Developmental Services. Creating reports utilizing ACCESS and EXCEL formats for internal and external tracking.

**Director of Service Coordination and Monitoring** **July 1997 to June 2000**

Responsible for the effective implementation of support services to adults and families from initial eligibility determinations to the creation and monitoring of comprehensive plans of life long support.

Insures that the information on eligible applicants for service is integrated into agency strategic planning and assist in service development strategies.

Oversee all case management and family support departments' clinical and fiscal activities

and monitor that they remain flexible and responsive to the changing individual needs of the consumers.

Provide liaison functions with external community organizations to promote the interests of quality case management and the overall mission of the agency. Oversee quality enhancement activity, which monitors system outcome measures for consumer's health and safety.

Developed policies and procedures for the departments under my supervision. Designated complaint investigator for consumer rights violations as well as the forensic coordinator for services that fall under legal/court monitoring.

**Case Management Supervisor** **August 1989 to July 1997**

Provided supervision and direction to 8 case managers who monitored and advocated for the developmentally disabled and persons with acquired brain disorders.

Assured services were timely and appropriate based on state standards.

Provided orientation to new case managers and facilitated weekly staff meetings.

Acted as the Area Agency complaint investigator for eligibility determination appeals.

Managed case management emergency funds, oversight of Rep-payee accounts, and maintained fiscal budget expenditures for the department.

Provided management all ISP generated data for tracking and program development.

**Case Manager** **August 1986 to August 1989**

Responsible for coordinating services and providing assistance, advocacy, and crisis intervention to individuals having developmental impairments.

Facilitated the development of Individual Service Plans, monitored progress of goals and advocated on a systems level for program development.

**Committee Involvement**

- Project manager and Coordinator for Project SEARCH , a collaborative between Concord Hospital, The Concord School district, Vocational Rehabilitation and Community Bridges
- Member of the Statewide Employment Committee to Develop Best Practices
- Member of the design and beta testing for the statewide Waiting List software
- Member of the New Hampshire Brain Injury Provider Council
- Past Member of Collaborative for Elder Service changes in Merrimack County
- Past Member of Police/Court Committee covering Merrimack County
- Board member for the Concord American Little League 1997-2002
- Member of task force to seek better collaboration among agencies providing Parenting Skills
- Involvement in DUCK database design for the New Hampshire Developmental Service System

## Education

**BACHELOR OF SCIENCE DEGREE**
December 1982
*Bridgewater State College, Bridgewater MA.*
Major - Physical Education; concentration Motor Development
Massachusetts Teaching Certification K-8
Minor - Psychology

***Institute for Non-Profit Management and Leadership Program***
August 2015-May 2016
In affiliation with the Jonathan Tisch College of Citizen and Public Service
Tufts University

**Computer Skills and Trainings:** Outlook, Access, Excel, MSWORD, Mindjet Project Manager, Person Centered Thinking, Futures Planning

### Achievements and Awards

- 1999 Recipient of the Noyes Award for Leadership
- Active participant in the Agencies activity and award of The Council on Quality Accreditation
- Initiated and completed a One Million Dollar construction project for the agencies START Center (Systemic Therapeutic Assessment, Respite and Treatment Center)
- Provide over site and supervision for the initial START Center program

**THOMAS G. BUNNELL, Esq.**

[redacted]

## PROFESSIONAL EXPERIENCE

ATTORNEY and DIRECTOR OF STRATEGIC INITIATIVES — Community Bridges
September 2016 to Present — Concord, New Hampshire

Responsible for legal and regulatory research and analysis, and planning for new initiatives. Engage in drafting, editing, analysis and negotiation of all manner of Area Agency contracts and agreements. Work with ED, operations chief, human resources director, CFO and department heads to ensure federal and state legal and regulatory compliance. Serve as active liaison to CSNI on all contracting, legal and public policy matters. Engage in operations team review, development and editing of organizational and program forms, policies and processes. Provide public policy research, analysis and drafting. Point person for Community Bridges compliance with New Hampshire's Corrective Action Plan, federal conflict free case management and rate unbundling requirements, and Community Bridges' proposed agency split.

PRINCIPAL — Bunnell Consulting, LLC
January 2013 to September 2016 — Concord, New Hampshire

Consulting practice focused on health law, public policy, systems change, and payment reform at the state and federal levels. Activities include: legal and regulatory analysis; white papers / briefings; policy analysis; legislation and amendment drafting; regulatory comments; expert testimony; strategy consultation relative to emerging health reform opportunities. Chief liaison to government decision-makers, for coalition of stakeholder organizations, on legal and policy matters relative to Medicaid and Children's Health Insurance (CHIP) Program. Built alliances to advance shared goals. Responsible for strategic leadership of successful statewide initiatives: to enact, implement and reauthorize the NH Health Protection Program, affording health insurance coverage to more than 50,000 additional New Hampshire residents; to secure New Hampshire Congressional delegation support for federal reauthorization and funding of the CHIP Program; and to protect Medicaid and CHIP coverage for pregnant women.

DIRECTOR — Institute for Health Law at Franklin Pierce Law Center
January 2004 to December 2012 — Concord, New Hampshire

Director, lead attorney, and public policy specialist at independent, non-partisan health law and policy center. Developed strategic vision, managed budget and fundraising, and supervised staff of four. Responsible for facilitating practical, real world solutions to complex problems in the health law and policy arena. Led successful efforts: to adopt 'young adult health coverage' in New Hampshire, enabling parents to keep children up to age 26 on their health insurance policies (pre-Affordable Care Act); to reform New Hampshire's Medicaid Disproportionate Share framework, resulting in greater distributive fairness and hospital compliance with strengthened federal requirements; to enact of 'divorce health coverage,' providing judges with the ability to allow a spouse to temporarily stay on a family's health insurance policy where appropriate; and to secure bipartisan Congressional delegation support for federal reauthorization of the CHIP Program. Taught health law and policy as adjunct professor at the law school.

DIRECTOR of NH PUBLIC POLICY — Bi-State Primary Care Association
January 2001 to January 2004 — Concord, New Hampshire

Senior legal and policy strategist for statewide network of community health centers serving vulnerable populations in New Hampshire. Responsible for contract negotiation and drafting, and for legislative and regulatory research, analysis, and advocacy. Forged common ground agenda among disparate community-based members, leading and coordinating advocacy on a broad range of state and federal policy matters, including: funding for community-based primary and preventive care; Medicaid, Medicare and commercial health insurance coverage and reimbursement; prescription drug access; electronic medical records interoperability; pandemic preparedness; substance abuse prevention and treatment; family planning; and the integration of mental health and oral health services with primary care. Succeeded in securing first State budget primary care funding increase for health centers in 12 years.

GOVERNOR'S HEALTH and HUMAN SERVICES POLICY ADVISOR — Governor Jeanne Shaheen
December 1997 to January 2001 — Concord, New Hampshire

Governor's advisor and spokesperson on health and human services. Represented the Governor as principal liaison with federal agencies, Congressional and White House staff, state department heads, New Hampshire legislative leaders, and both nonprofit and for profit advocates. Responsible for advancing broad range of statewide initiatives, including: establishing New Hampshire's Children's Health Insurance Program and New Hampshire's MEAD program; HMO accountability legislation; expanding children's Medicaid dental care access; small business health insurance purchasing alliance, early childhood home visiting initiative, after school programs project, and pandemic preparedness coordination. Convened and staffed Governor's Kids Cabinet.

ATTORNEY and PUBLIC POLICY DIRECTOR — New Hampshire Legal Assistance
September 1987 to December 1997 — Manchester, Claremont and Concord, New Hampshire

Chief legislative advocate and public policy spokesperson for low-income legal aid clients. Wide-ranging civil litigation practice on behalf of low-income, elderly, and disabled clients. Legal representation and advice on matters including: Medicaid, Medicare, community benefits, disability rights and benefits, civil rights and discrimination, housing rights, corrections, consumer rights, bankruptcy, unemployment compensation, vocational training, and municipal and state welfare. Broad array of responsibilities, including legal research and writing, community outreach and education, legislative and rulemaking advocacy, and individual and class action litigation from client interview through settlement or trial. Appearances in state district, superior, and supreme courts, federal district, appeals, and bankruptcy courts, and numerous administrative forums.

## EDUCATION

NORTHEASTERN UNIVERSITY SCHOOL OF LAW — J.D., 1987
Boston, Massachusetts

UNIVERSITY OF MASSACHUSETTS — B.A. with Honors, 1984
Amherst, Massachusetts — Political Science

## LICENSES and AFFILIATIONS

State of New Hampshire Bar / NH Bar Association — October 1987 to Present
NH Community Loan Fund – Chair, Board of Directors — January 2017 to Present

KEY ADMINISTRATIVE PERSONNEL
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

**CONTRACTOR NAME**

Key Personnel

Vendor Name: **Community Bridges**

**Name of Program/Service** **Developmental & Acquired Brain Disorder Services**

| Name | Job Title | Salary | % Paid from this Contract | Total Amount Paid from this Contract |
|---|---|---|---|---|
| Ann Potoczak | Interim Executive Director | $143,000 | 100% | $143,000 |
| Rae Tanguay | CFO | $100,000 | 100% | $100,000 |
| Sherry Harding | VP Human Resources | $110,000 | 100% | $100,000 |
| Thomas Bunnell | Director of Strategic Initiatives | $100,000 | 100% | $100,000 |
| Tracey Lonergan | VP Admin Operations | $73,000 | 100% | $73,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | $526,000 |

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-10)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Community Crossroads, Inc. | | 1.4 Contractor Address<br>8 Commerce Drive<br>Atkinson NH 03811 | |
| 1.5 Contractor Phone Number<br>603-893-1299 ex 317 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$9,364,006 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>Kenneth Ferreira, Board President | |

1.13 Acknowledgement: State of New Hampshire, County of Rockingham

On May 8, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, known to me (or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Elaine Christine Roy

ELAINE CHRISTINE ROY
MY COMMISSION EXPIRES JUNE 18, 2019
NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Elaine Christine Roy, Notary Public

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Schultz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Schultz, Director, Division LTSS |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | Director, On: |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | On: 5/24/2019 |
| 1.18 Approval by the Governor and Executive Council *(if applicable)*<br>By: | On: |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials KF
Date 5/8/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials KF
Date 5/8/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials [illegible]

Date 5/8/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for

individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow

Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 10 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules

He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 520 | 520 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 420 | 0 | 233 | 187 | 117,869 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 403 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 25 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $4000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

## 14. Statewide Support:

14.1. The Contractor it will provide statewide assistance and:

14.1.1. Support to the Family Support Conference by providing a staff person to act as the Coordinator of the Conference in concert with the Family Support Conference Committee;

14.1.2. Support to People First, by serving as the Fiscal Agent;

14.1.3. Coordination and support of Statewide Training Initiatives; and

14.1.4. Coordination and support of Part C Training Initiatives.

14.2. The Contractor shall provide for Department approval a work plan for each of the activities in Section 14.1.1 through 14.1.4 within thirty (30) days of the contract effective date. The Contractor shall include in the work plan the following:

14.2.1. Activities to be completed

14.2.2. Date the activities are to be completed.

14.2.3. Who will complete the activities.

14.3. The Contractor shall report quarterly on each work plan in Section 14.2 above and provide a progress report of activities completed, activities to be completed and foreseen barriers and recommended solutions to handle those barriers.

# Exhibit A-2 Community Crossroads

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living Services** | Community Support Services | 22 | 52,959 |
| | Day | 149 | 634,623 |
| | SEP | 17 | 31,183 |
| **In Home Support Services** | In Home Supports | 30 | 360 |
| **Residences Which May Also Provide Community Participation Services** | Day | 69 | 261,816 |
| | Residential | 90 | 26,672 |
| **Residential Services** | Residential | 83 | 27,203 |
| **Services to Persons With Acquired Brain Disorders** | Day | 8 | 26,025 |
| | Residential | 14 | 4,751 |
| | Consolidated Services | 1 | 12 |
| **Participant Directed and Managed Services** | Consolidated Services | 70 | 875 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

3. **Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $72,851.

4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS

training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $3000.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered

Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of

accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this

Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/8/2019
Date

[signature] Board President
Name:
Title:

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/6/2019
Date

Name:
Title: Board President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/8/2019
Date

Name: Board President
Title:

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/8/2019
Date

Name:
Title: Board President

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/8/2019
Date

Name:
Title: Board President

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Community Crossroads Inc |
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | Kenneth Ferreira |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | Board President |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5-6-2019 |
| Date | Date |

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

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

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

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

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

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

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

Contractor Name:

5/8/2019
Date

Name: Brad Prescott
Title:

## FORM A

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

1. The DUNS number for your entity is: 184813387

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?

   ✓ 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY CROSSROADS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 19, 1979. 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: **64839**

Certificate Number: **0004500109**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2019.

William M. Gardner

Secretary of State

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

# CERTIFICATE OF VOTE

I, James Watson, do hereby certify that:

1. I am a duly elected Officer of Community Crossroads Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 6, 2019.

**RESOLVED:** That the President

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 8th day of May, 2019.

4. Kenneth Ferreira is the duly elected President of the Agency.

(Signature of the Vice President)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 8th day of May, 2019,

By James Watson
Vice President, Board of Directors

Notary Public

(NOTARY SEAL)

ELAINE CHRISTINE ROY
MY COMMISSION EXPIRES JUNE 18, 2019
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: _____

8 Commerce Drive, Unit 801, Atkinson, NH 03811 Phone: (603) 893-1299 | Fax: (603) 893-5401
communitycrossroadsnh.org

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2019

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

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

| PRODUCER | CONTACT NAME: Carrie Morgan | |
|---|---|---|
| FIAI/Cross Insurance<br>1100 Elm Street<br>Manchester NH 03101 | PHONE (A/C, No, Ext): (603) 669-3218 | FAX (A/C, No): (603) 645-4331 |
| | E-MAIL ADDRESS: cmorgan@crossagency.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Philadelphia Indemnity Ins Co | 18058 |
| INSURER B: | NY Marine & General Ins Co | 16608 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED: Community Crossroads, Inc.
8 Commerce Drive
Atkinson NH 03811

**COVERAGES** **CERTIFICATE NUMBER:** 18-19 All lines **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK1902995 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | PHPK1903169 | 11/01/2018 | 11/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Underinsured motorist | $ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB853531 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC201800007486 (3a.) NH | 11/01/2018 | 11/01/2019 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | Crime | | | PHPK1902995 | 11/01/2018 | 11/01/2019 | Employee Dishonesty | 500,000 |
| | | | | | | | Deductible | 5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER**

State of New Hampshire Department of Health & Human Services
105 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Community Crossroads

*GUIDANCE. SUPPORT. ADVOCACY.*

## Mission

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support, and advocacy they need to remain in their chosen homes and live full, independent lives.

## Vision For Those We Serve

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness. We envision a day when they will live full independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction.
2. A wide range of choices and the ability to determine how to live their lives.
3. Strong, healthy relationships with family and friends.
4. A safe and stable home to live in as long as they choose.
5. Meaningful employment and a livable wage during their working years.
6. A broader community that recognizes their individuality, gifts and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

## Guiding Principles

*We believe that those we serve:*

1. Should have a broad range of choices.
2. Can and should direct their lives. We provide present options and link them to supports, but they are the "drivers."
3. Need and deserved natural systems of support and relationships.
4. Have needs that will change over the course of their lives.
5. Thrive best when they are fully included in their communities and live in non-institutional settings.

*We believe that in order to achieve our mission we must:*

1. Respect the uniqueness of every person and family.
2. Truly listen to those we serve.
3. Provide flexible, person-centered support.
4. Use data to improve the quality of our services.
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve.
6. Always advocate for the full civil rights of those we serve.

8 Commerce Drive, Unit 801, Atkinson, NH 03811 | Phone: (603) 893-1299 | Fax: (603) 893-5401
*communitycrossroadsnh.org*

*Financial Statements*

# COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS**
**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**
**AND**
**INDEPENDENT AUDITORS' REPORT**

# COMMUNITY CROSSROADS, INC.

## FINANCIAL STATEMENTS
## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

## TABLE OF CONTENTS


| | Page(s) |
|---|---|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statements of Financial Position | 3 |
| Statements of Activities and Changes in Net Assets | 4 |
| Statements of Cash Flows | 5 |
| Statements of Functional Expenses | 6 - 7 |
| Notes to Financial Statements | 8 - 17 |
| Supplemental Schedules: | |
| Schedules of Functional Revenues | 18 - 19 |

To the Board of Directors of
Community Crossroads, Inc.
Atkinson, New Hampshire

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

# INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditors' Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 Organization'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 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 financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

***Report on Supplemental Information***
Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues on pages 18 & 19 are presented for purposes of additional analysis, and are not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone McDonnell & Roberts
Professional Association

December 18, 2018
Dover, New Hampshire

## COMMUNITY CROSSROADS, INC.

## STATEMENTS OF FINANCIAL POSITION
## JUNE 30, 2018 AND 2017

### ASSETS

| | 2018 | 2017 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash and cash equivalents | $ 2,021,142 | $ 1,412,189 |
| Accounts receivable | 1,762,618 | 2,085,068 |
| Due from related party | 26,280 | 3,372 |
| Investments | 828,133 | 782,234 |
| Other current assets | 50,301 | 59,227 |
| Total current assets | 4,688,474 | 4,342,090 |
| **PROPERTY AND EQUIPMENT, NET** | 1,105,873 | 1,091,789 |
| Total assets | $ 5,794,347 | $ 5,433,879 |

### LIABILITIES AND NET ASSETS

| | | |
|---|---|---|
| **CURRENT LIABILITIES** | | |
| Current portion of long term debt | $ 47,361 | $ 62,382 |
| Accounts payable | 1,716,220 | 1,518,586 |
| Refundable advances | 389,332 | 618,505 |
| Accrued expenses | 77,020 | 49,205 |
| Accrued payroll, benefits and related taxes | 266,952 | 263,015 |
| Total current liabilities | 2,496,885 | 2,511,693 |
| **LONG TERM LIABILITIES** | | |
| Long term debt, net of current portion | 682,159 | 617,585 |
| Total liabilities | 3,179,044 | 3,129,278 |
| **UNRESTRICTED NET ASSETS** | 2,615,303 | 2,304,601 |
| Total liabilities and net assets | $ 5,794,347 | $ 5,433,879 |

**See Notes to Financial Statements**

## COMMUNITY CROSSROADS, INC.

## STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **SUPPORT AND REVENUES** | | |
| Medicaid | $ 24,617,862 | $ 22,970,165 |
| State of NH - DHHS | 1,685,923 | 1,220,848 |
| Federal grant - DHHS | 335,840 | 257,127 |
| Fundraising | 154,430 | 90,360 |
| Client resources | 149,570 | 140,962 |
| Rent income | 144,749 | 125,871 |
| Residential fees | 131,845 | 129,428 |
| Contributions and miscellaneous grants | 126,584 | 7,715 |
| Other revenues | 90,589 | 21,424 |
| Production/service income | 59,023 | 51,979 |
| Interest and dividends | 32,947 | 35,427 |
| Net unrealized gain on investments | 14,245 | 21,174 |
| Net realized gain on investments | 7,607 | 14,626 |
| Third party insurance | 2,511 | 14,901 |
| Gain on sale of equipment | - | 1,000 |
| Total support and revenues | 27,553,725 | 25,103,007 |
| **FUNCTIONAL EXPENSES** | | |
| Program Services: | | |
| Case management | 1,454,525 | 1,143,269 |
| Other DHHS funded programs | 24,188,613 | 22,493,911 |
| Total program services | 25,643,138 | 23,637,180 |
| Supporting Activities: | | |
| General management | 1,348,400 | 1,342,782 |
| Rental property management | 153,227 | 165,440 |
| Fundraising | 98,258 | 92,083 |
| Total supporting activities | 1,599,885 | 1,600,305 |
| Total functional expenses | 27,243,023 | 25,237,485 |
| **INCREASE (DECREASE) IN NET ASSETS** | 310,702 | (134,478) |
| **NET ASSETS, BEGINNING OF YEAR** | 2,304,601 | 2,439,079 |
| **NET ASSETS, END OF YEAR** | $ 2,615,303 | $ 2,304,601 |

**See Notes to Financial Statements**

COMMUNITY CROSSROADS, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Increase (decrease) in net assets | $ 310,702 | $ (134,478) |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 118,552 | 121,040 |
| Net realized gain on investments | (7,607) | (14,626) |
| Net unrealized gain on investments | (14,245) | (21,174) |
| Gain on sale of property and equipment | - | (1,000) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 322,450 | 126,370 |
| Due from related party | (22,908) | 9,553 |
| Other current assets | 8,926 | 22,896 |
| Accounts payable | 197,634 | (24,735) |
| Refundable advances | (229,173) | (389,526) |
| Accrued expenses | 27,815 | (25,706) |
| Accrued payroll, benefits and related taxes | 3,937 | (34,127) |
| **NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES** | 716,083 | (365,513) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Purchase of property and equipment | (32,636) | (72,945) |
| Purchase of investments | (56,615) | (110,515) |
| Proceeds from sale of investments | 32,568 | 74,652 |
| Proceeds from sale of equipment | - | 1,000 |
| **NET CASH USED IN INVESTING ACTIVITIES** | (56,683) | (107,808) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Principal payments on long term debt | (50,447) | (59,912) |
| **NET CASH USED IN FINANCING ACTIVITIES** | (50,447) | (59,912) |
| **NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS** | 608,953 | (533,233) |
| **CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** | 1,412,189 | 1,945,422 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | $ 2,021,142 | $ 1,412,189 |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION** | | |
| Cash paid for interest during the year | $ 30,953 | $ 26,410 |
| **SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITES** | | |
| Equipment financed by long term debt | $ 100,000 | $ - |

**See Notes to Financial Statements**

COMMUNITY CROSSROADS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

| | Case Management | Family Support | Respite Care | Early Intervention | Adult Day Activity | Ot DH Prog |
|---|---|---|---|---|---|---|
| Salaries, wages, benefits and taxes | $ 1,108,328 | $ 365,101 | $ - | $ 59,982 | $ - | $ |
| Subcontractors | - | - | - | - | 3,543,252 | |
| Direct Care Contracted Staff | 11,352 | - | 285,059 | - | 93,668 | |
| Client evaluations | 63,755 | - | - | 1,239,329 | - | |
| Family Stipend for 521/525 services | - | - | - | - | - | |
| Staff development | 6,791 | 1,472 | - | - | - | 3 |
| Assistance to individuals | 25,854 | 56,377 | - | - | - | |
| Other professional fees | 81,940 | 1,814 | - | 8,406 | - | |
| Travel | 35,601 | 7,874 | - | 6,055 | 2,789 | |
| Other expenses | 6,872 | 116 | - | 1,251 | - | |
| Depreciation | - | - | - | - | - | |
| Medical and therapies | - | - | - | - | 3,618 | |
| Family assistance | - | 84,644 | - | - | - | |
| Maintenance and repairs | 7,744 | 2,222 | - | 509 | - | |
| Office supplies | 19,862 | 5,700 | - | 1,305 | - | |
| Mortgage expense | - | - | - | - | - | |
| Insurance | 20,428 | 5,862 | - | 1,342 | - | |
| Client consumables | - | 34,456 | - | - | - | |
| Utilities | 11,569 | 3,319 | - | 760 | - | |
| Telephone and communications | 17,257 | 4,951 | - | 1,133 | - | |
| Audit fees | - | - | - | - | - | |
| Other occupancy costs | 11,765 | 3,376 | - | 773 | - | |
| Equipment rental | 8,009 | 2,298 | - | 526 | - | |
| Accounting | - | - | - | - | - | |
| Postage and shipping | 6,445 | 1,849 | - | 423 | - | |
| Printing | 4,767 | 1,368 | - | 313 | - | |
| Legal fees | 4,292 | 1,232 | - | 282 | - | |
| Building and household | 1,731 | 496 | - | 132 | - | |
| Payment in lieu of taxes | - | - | - | - | - | |
| Membership dues | - | - | - | - | - | |
| Advertising | 163 | - | - | - | - | |
| Total | $ 1,454,525 | $ 584,527 | $ 285,059 | $ 1,322,521 | $ 3,643,327 | $ 3 |

See Notes to Financial Statements

| | Residential & Day | Program CFI Case Management | Total Program Services | General Management | Total DHHS Funded | Rental Properties | Fundraising | 2018 Totals |
|---|---|---|---|---|---|---|---|---|
| - | $ 758,680 | $ 317,528 | $ 2,609,619 | $ 886,607 | $ 3,496,226 | $ 57,631 | $ - | $ 3,553,857 |
| - | 12,396,836 | - | 15,940,088 | - | 15,940,088 | - | - | 15,940,088 |
| - | 3,219,967 | 12 | 3,610,058 | - | 3,610,058 | - | - | 3,610,058 |
| - | - | - | 1,303,084 | - | 1,303,084 | - | - | 1,303,084 |
| - | 912,115 | - | 912,115 | - | 912,115 | - | - | 912,115 |
| 4 | 585 | 180 | 337,102 | 32,260 | 369,362 | - | - | 369,362 |
| - | 146,594 | - | 228,825 | - | 228,825 | - | - | 228,825 |
| - | 18,612 | 715 | 111,487 | 96,031 | 207,518 | 410 | - | 207,928 |
| - | 82,381 | 23,782 | 158,482 | 5,401 | 163,883 | 7,493 | - | 171,376 |
| 3 | 989 | 2,021 | 12,062 | 53,405 | 65,467 | 523 | 98,258 | 164,248 |
| - | - | - | - | 118,552 | 118,552 | - | - | 118,552 |
| - | 88,461 | 61 | 92,140 | - | 92,140 | - | - | 92,140 |
| - | - | - | 84,644 | - | 84,644 | - | - | 84,644 |
| - | 8,462 | - | 18,937 | 6,854 | 25,791 | 41,630 | - | 67,421 |
| - | 43 | - | 26,910 | 31,548 | 58,458 | 1,299 | - | 59,757 |
| - | 21,226 | - | 21,226 | - | 21,226 | 30,953 | - | 52,179 |
| - | 3,019 | - | 30,651 | 15,529 | 46,180 | 1,337 | - | 47,517 |
| 6 | 4,800 | 46 | 39,318 | - | 39,318 | 58 | - | 39,376 |
| - | 6,040 | - | 21,688 | 8,761 | 30,449 | 7,434 | - | 37,883 |
| - | - | - | 23,341 | 13,067 | 36,408 | 1,130 | - | 37,538 |
| - | - | - | - | 35,900 | 35,900 | - | - | 35,900 |
| - | 3,342 | - | 19,256 | 8,909 | 28,165 | 770 | - | 28,935 |
| - | - | - | 10,833 | 6,064 | 16,897 | 524 | - | 17,421 |
| - | 1,700 | - | 1,700 | 15,208 | 16,908 | - | - | 16,908 |
| - | (261) | - | 8,456 | 4,880 | 13,336 | 422 | - | 13,758 |
| - | - | - | 6,448 | 3,669 | 10,117 | 313 | - | 10,430 |
| - | - | - | 5,806 | 3,250 | 9,056 | 280 | - | 9,336 |
| - | 790 | - | 3,149 | 1,287 | 4,436 | 1,020 | - | 5,456 |
| - | 5,425 | - | 5,425 | - | 5,425 | - | - | 5,425 |
| - | - | 125 | 125 | 781 | 906 | - | - | 906 |
| - | - | - | 163 | 437 | 600 | - | - | 600 |
| 3 | $ 17,679,806 | $ 344,470 | $ 25,643,138 | $ 1,348,400 | $ 26,991,538 | $ 153,227 | $ 98,258 | $ 27,243,023 |

COMMUNITY CROSSROADS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

| | Case Management | Family Support | Respite Care | Early Intervention | Adult Day Activity | Pr |
|---|---|---|---|---|---|---|
| Salaries, wages, benefits and taxes | $ 812,767 | $ 302,589 | $ - | $ 53,431 | $ - | $ |
| Subcontractors | - | - | - | - | 3,451,034 | |
| Direct care contracted staff | 4,247 | 1,856 | 289,651 | - | 131,581 | |
| Client evaluations | 37,002 | - | - | 1,044,982 | - | |
| Family Stipend for 521/525 services | - | - | - | - | - | |
| Other professional fees | 74,419 | 944 | - | 228,886 | - | |
| Staff development | 3,682 | 1,922 | - | - | - | |
| Assistance to individuals | 30,619 | 102,942 | - | - | - | |
| Travel | 39,184 | 8,405 | - | 5,602 | 1,218 | |
| Other expenses | 11,920 | 435 | - | 81 | - | |
| Depreciation | - | - | - | - | - | |
| Family assistance | - | 74,300 | - | - | - | |
| Maintenance and repairs | 9,678 | 2,777 | - | 636 | - | |
| Insurance | 20,709 | 5,916 | - | 1,354 | - | |
| Mortgage expense | - | - | - | - | - | |
| Office supplies | 23,039 | 4,847 | - | 1,110 | - | |
| Medical and therapies | 18,642 | - | - | - | - | |
| Telephone and communications | 14,380 | 4,126 | - | 944 | - | |
| Utilities | 9,002 | 2,582 | - | 591 | - | |
| Audit fees | - | - | - | - | - | |
| Other occupancy costs | 11,570 | 3,320 | - | 760 | - | |
| Equipment rental | 10,900 | 3,127 | - | 716 | - | |
| Accounting | - | - | - | - | - | |
| Postage and shipping | 4,928 | 1,414 | - | 324 | - | |
| Building and household | 2,383 | 684 | - | 156 | - | |
| Legal fees | 2,963 | 850 | - | 195 | - | |
| Payment in lieu of taxes | - | - | - | - | - | |
| Client consumables | - | - | - | - | - | |
| Printing | 896 | 256 | - | 59 | - | |
| Membership dues | - | 15 | - | - | - | |
| Advertising | 339 | - | - | - | - | |
| Total | $ 1,143,269 | $ 523,307 | $ 289,651 | $ 1,339,827 | $ 3,583,833 | $ |

See Notes to Financial Statements

| er S ams | Residential & Day | Program CFI Case Management | Total Program Services | General Management | Total DHHS Funded | Rental Properties | Fundraising | 2017 Totals |
|---|---|---|---|---|---|---|---|---|
| - | $ 692,782 | $ 240,423 | $ 2,101,992 | $ 946,548 | $ 3,048,540 | $ 74,348 | $ - | $ 3,122,888 |
| - | 11,652,925 | - | 15,103,959 | - | 15,103,959 | - | - | 15,103,959 |
| - | 2,885,572 | 28 | 3,312,935 | - | 3,312,935 | - | - | 3,312,935 |
| - | 55,150 | - | 1,137,134 | - | 1,137,134 | - | - | 1,137,134 |
| - | 595,015 | - | 595,015 | - | 595,015 | - | - | 595,015 |
| 190 | 17,223 | 40 | 321,702 | 76,564 | 398,266 | 235 | - | 398,501 |
| ,849 | - | 777 | 318,230 | 3,002 | 321,232 | - | - | 321,232 |
| - | 135,895 | - | 269,456 | - | 269,456 | - | - | 269,456 |
| 7 | 81,408 | 19,750 | 155,574 | 8,593 | 164,167 | 6,756 | - | 170,923 |
| 517 | - | 531 | 13,484 | 56,176 | 69,660 | 619 | 92,083 | 162,362 |
| - | - | - | - | 121,040 | 121,040 | - | - | 121,040 |
| - | - | - | 74,300 | - | 74,300 | 125 | - | 74,425 |
| - | 5,311 | - | 18,402 | 7,328 | 25,730 | 44,995 | - | 70,725 |
| - | 3,019 | - | 30,998 | 18,613 | 49,611 | 1,350 | - | 50,961 |
| - | 21,133 | - | 21,133 | - | 21,133 | 26,410 | - | 47,543 |
| - | 815 | 433 | 30,244 | 13,575 | 43,819 | 1,107 | - | 44,926 |
| - | 14,575 | - | 33,217 | - | 33,217 | - | - | 33,217 |
| - | - | - | 19,450 | 10,950 | 30,400 | 941 | - | 31,341 |
| - | 4,776 | - | 16,951 | 8,079 | 25,030 | 5,114 | - | 30,144 |
| - | - | - | - | 30,000 | 30,000 | - | - | 30,000 |
| - | 3,139 | - | 18,789 | 8,761 | 27,550 | 758 | - | 28,308 |
| - | - | - | 14,743 | 8,254 | 22,997 | 714 | - | 23,711 |
| - | 1,700 | - | 1,700 | 13,775 | 15,475 | - | - | 15,475 |
| - | - | - | 6,666 | 3,945 | 10,611 | 323 | - | 10,934 |
| - | 1,917 | - | 5,140 | 1,761 | 6,901 | 1,367 | - | 8,268 |
| - | - | - | 4,008 | 2,244 | 6,252 | 194 | - | 6,446 |
| - | 5,188 | - | 5,188 | - | 5,188 | - | - | 5,188 |
| - | 5,040 | - | 5,040 | - | 5,040 | - | - | 5,040 |
| - | - | - | 1,211 | 2,314 | 3,525 | 59 | - | 3,584 |
| - | - | 65 | 80 | 1,185 | 1,265 | - | - | 1,265 |
| - | - | 100 | 439 | 75 | 514 | 25 | - | 539 |
| ,563 | $ 16,182,583 | $ 262,147 | $ 23,637,180 | $ 1,342,782 | $ 24,979,962 | $ 165,440 | $ 92,083 | $ 25,237,485 |

## NOTE 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in April 2017, for the period of September 2016 through September 2021.

### Method of Accounting

The financial statements of Community Crossroads, Inc. have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

### Basis of Presentation

The financial statement presentation follows the recommendations of FASB ASC 958 *"Not-for-Profit Entities – Presentation of Financial Statements"*. Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2018 and 2017, the Organization had only unrestricted net assets.

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Donated Services**
Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2018 and 2017. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

**Fair Value of Financial Instruments**
ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short term nature of those instruments.

**Cash Equivalents**
It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2018 and 2017 were $13,277 and $12,119, respectively.

**Investments**
The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

**Accounts Receivable**
Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2018 and 2017. Accordingly, no allowance for doubtful accounts is considered necessary.

**Property and Equipment**
Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 3 to 30 years.

Depreciation expense for the years ended June 30, 2018 and 2017 was $118,552 and $121,040, respectively.

**Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Management has reviewed the tax positions for the Organization under ASC 740, "*Accounting for Income Taxes*", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2016 - 2018), and has concluded that no provision for income tax is required in the Organization's financial statements.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting activities benefited.

**Restricted and Unrestricted Revenue and Support**

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

***Unrestricted net assets*** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

***Temporarily restricted net assets*** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

***Permanently restricted net assets*** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions.

The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2018 or 2017.

**Advertising**

Advertising costs are expensed as they are incurred.

**Accrued Vacation**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2018 and 2017 were approximately $203,000 for both years.

## NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. There were deposits in excess of the insured limits of approximately $1,965,000 and $1,064,000 at June 30, 2018 and 2017, respectively. Of those excess amounts, $1,965,000 and $933,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2018, they were not uninsured. There were no uninsured amounts at June 30, 2018 and $131,000 uninsured at June 30, 2017.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 91% and 92% of its funding from Medicaid for the years ended June 30, 2018 and 2017, respectively. At June 30, 2018 and 2017, Medicaid accounted for approximately $1,695,728 and $2,044,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 7% and 6% of its funding from DHHS for the years ended June 30, 2018 and 2017, respectively.

**NOTE 3. PROPERTY AND EQUIPMENT**

Property and equipment at June 30, 2018 and 2017 consists of the following:

| | Life In Years | 2018 | 2017 |
|---|---|---|---|
| Buildings | 25-30 | $ 1,763,920 | $ 1,763,920 |
| Land | - | 253,096 | 239,796 |
| Equipment and furniture | 3-5 | 472,389 | 472,389 |
| Vehicles | 5 | 89,548 | 89,548 |
| Improvements | 10-20 | 703,372 | 584,036 |
| | | 3,282,325 | 3,149,689 |
| Less accumulated depreciation | | (2,176,452) | (2,057,900) |
| Total property and equipment, net | | $ 1,105,873 | $ 1,091,789 |

**NOTE 4. INVESTMENTS**

At June 30, 2018 and 2017, the Organization's investments consists of the following:

| | 2018 | | 2017 | |
|---|---|---|---|---|
| | Fair Value | Cost | Fair Value | Cost |
| Mutual funds | $ 565,948 | $ 520,962 | $ 538,983 | $ 499,632 |
| Exchange traded funds | 262,185 | 216,387 | 243,251 | 206,727 |
| Total | $ 828,133 | $ 737,349 | $ 782,234 | $ 704,342 |

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

**NOTE 5. FAIR VALUE MEASUREMENTS**

ASC 820, "*Fair Value Measurements and Disclosures*", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

*Mutual Funds:* Valued at the net asset value (NAV) of shares held by the Organization at year end.

*Exchange Traded Funds:* Valued at quoted market prices of shares held by the Organization at year end.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

As of June 30, 2018 and 2017, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

| | 2018 | 2017 |
|---|---|---|
| Mutual funds, at fair value: | | |
| Capital appreciation funds | $ 64,237 | $ 60,813 |
| Growth funds | 239,856 | 238,978 |
| Income funds | 87,123 | 77,059 |
| Bond funds | 174,731 | 162,133 |
| Exchange traded funds, at fair value: | | |
| Fixed income funds | 137,457 | 125,887 |
| Capital appreciation funds | 124,729 | 117,364 |
| Total investments at fair value | $ 828,133 | $ 782,234 |

**NOTE 6.** **LONG TERM DEBT**

Long term debt at June 30, 2018 and 2017 consists of the following:

| | 2018 | 2017 |
|---|---|---|
| Adjustable rate mortgage note payable to a bank in monthly installments of $1,154 for principal and interest at 3.18%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028. | $ 115,684 | $ 126,310 |
| Adjustable rate mortgage note payable to a bank in monthly installments of $3,566 for principal and interest at 4.28% through February 2018. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due January 2024. | 447,667 | 364,969 |

| | | |
|---|---|---|
| Adjustable rate mortgage note payable to a bank in monthly installments of $1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030. | 151,029 | 160,179 |
| Loan payable to a bank in monthly installments of $1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019. | 15,140 | 28,509 |
| | 729,520 | 679,967 |
| Less current portion | (47,361) | (62,382) |
| | $ 682,159 | $ 617,585 |

Future repayments on the long term debt are scheduled as follows:

| Year Ended June 30 | Amount |
|---|---|
| 2019 | $ 47,361 |
| 2020 | 38,215 |
| 2021 | 37,464 |
| 2022 | 39,048 |
| 2023 | 40,700 |
| Thereafter | 526,732 |
| | $ 729,520 |

**NOTE 7. LINE OF CREDIT**

The Organization has a $500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There was no balance due on the LOC at June 30, 2018 or 2017.

**NOTE 8. REFUNDABLE ADVANCES**

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget.

At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request the return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of $389,332 and $618,505 at June 30, 2018 and 2017, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

## NOTE 9. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to $112,523 and $105,561 in 2018 and 2017, respectively.

## NOTE 10. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately $386,000 and $342,000 as of June 30, 2018 and 2017, respectively.

## NOTE 11. SPECIAL EVENTS AND FUNDRAISING

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising as of:

| | 2018 | 2017 |
|---|---|---|
| Golf tournament revenue | $ 38,629 | $ 46,668 |
| Less: golf tournament expense | (21,496) | (22,042) |
| Net golf tournament revenue | 17,133 | 24,626 |
| Other special events revenue | 38,810 | 37,651 |
| Gaming activities | 76,991 | 6,041 |
| Less: other special events expenses | (18,511) | (12,858) |
| Net other special events revenue | 97,290 | 30,834 |
| Special events and fundraising, net | $ 114,423 | $ 55,460 |

## NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 18, 2018, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018

| | Case Management | Family Support | Respite Care | Early Intervention | Adult Day Activity | Other DHHS Programs | |
|---|---|---|---|---|---|---|---|
| Medicaid | $ 885,440 | $ 196,921 | $ 266,316 | $ 439,851 | $ 3,968,607 | $ - | $ |
| State of NH - DHHS | - | - | - | - | - | - | |
| Federal grant - DHHS | - | - | - | 193,259 | - | 142,581 | |
| Other revenues | - | 31,639 | 15,000 | - | - | - | |
| Client resources | - | - | - | - | 17,042 | - | |
| Rent income | - | - | - | - | - | - | |
| Residential fees | - | - | - | - | - | - | |
| Contributions and grants | - | - | - | - | - | - | |
| Production/service income | - | - | - | - | - | - | |
| Interest and dividends | - | - | - | - | - | - | |
| Net unrealized gain on investments | - | - | - | - | - | - | |
| Net realized gain on investments | - | - | - | - | - | - | |
| Third party insurance | - | - | - | 2,511 | - | - | |
| Total | $ 885,440 | $ 228,560 | $ 281,316 | $ 635,621 | $ 3,985,649 | $ 142,581 | $ |

See Independent Auditors' Report

| idential & Day | Program CFI Case Management | Total Program Services | General Management | Total DHHS Funded | Rental Properties | Fundraising | Other Non- DHHS Programs | 2018 Total |
|---|---|---|---|---|---|---|---|---|
| ,513,116 | $ 347,611 | $ 24,617,862 | $ - | $ 24,617,862 | $ - | $ - | $ - | $ 24,617,862 |
| - | - | - | 1,685,923 | 1,685,923 | - | - | - | 1,685,923 |
| - | - | 335,840 | - | 335,840 | - | - | - | 335,840 |
| - | - | 46,639 | 43,950 | 90,589 | - | 154,430 | - | 245,019 |
| 132,528 | - | 149,570 | - | 149,570 | - | - | - | 149,570 |
| - | - | - | - | - | 144,749 | - | - | 144,749 |
| 131,845 | - | 131,845 | - | 131,845 | - | - | - | 131,845 |
| - | - | - | 126,584 | 126,584 | - | - | - | 126,584 |
| - | - | - | 59,023 | 59,023 | - | - | - | 59,023 |
| - | - | - | 29,310 | 29,310 | 3,637 | - | - | 32,947 |
| - | - | - | - | - | - | - | 14,245 | 14,245 |
| - | - | - | - | - | - | - | 7,607 | 7,607 |
| - | - | 2,511 | - | 2,511 | - | - | - | 2,511 |
| ,777,489 | $ 347,611 | $ 25,284,267 | $ 1,944,790 | $ 27,229,057 | $ 148,386 | $ 154,430 | $ 21,852 | $ 27,553,725 |

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017

| | Case Management | Family Support | Respite Care | Early Intervention | Adult Day Activity | Other DHHS Programs |
|---|---|---|---|---|---|---|
| Medicaid | $ 918,566 | $ 187,079 | $ 311,716 | $ 387,386 | $ 3,796,910 | $ - |
| State of NH - DHHS | - | - | - | - | - | - |
| Federal grant - DHHS | - | - | - | 150,392 | - | 106,735 |
| Client resources | - | - | - | - | 16,460 | - |
| Residential fees | - | - | - | - | - | - |
| Rent income | - | - | - | - | - | - |
| Other revenues | - | 6,378 | 11,250 | - | - | 60 |
| Production/service income | - | - | - | - | - | - |
| Interest and dividends | - | - | - | - | - | - |
| Net unrealized gain on investments | - | - | - | - | - | - |
| Third party insurance | - | - | - | 14,901 | - | - |
| Net realized gain on investments | - | - | - | - | - | - |
| Contributions and grants | - | - | - | - | - | - |
| Gain on sale of property & equipment | - | - | - | - | - | - |
| Total | $ 918,566 | $ 193,457 | $ 322,966 | $ 552,679 | $ 3,813,370 | $ 106,795 |

See Independent Auditors' Report

| Residential & Day | Program CFI Case Management | Total Program Services | General Management | Total DHHS Funded | Rental Properties | Fundraising | Other Non- DHHS Programs | 2017 Total |
|---|---|---|---|---|---|---|---|---|
| 17,081,772 | $ 286,736 | $ 22,970,165 | $ - | $ 22,970,165 | $ - | $ - | $ - | $ 22,970,165 |
| - | - | - | 1,222,032 | 1,222,032 | (1,184) | - | - | 1,220,848 |
| - | - | 257,127 | - | 257,127 | - | - | - | 257,127 |
| 124,502 | - | 140,962 | - | 140,962 | - | - | - | 140,962 |
| 129,428 | - | 129,428 | - | 129,428 | - | - | - | 129,428 |
| - | - | - | - | - | 125,871 | - | - | 125,871 |
| - | - | 17,688 | 3,736 | 21,424 | - | 90,360 | - | 111,784 |
| - | - | - | 51,979 | 51,979 | - | - | - | 51,979 |
| - | - | - | 33,171 | 33,171 | 2,256 | - | - | 35,427 |
| - | - | - | - | - | - | - | 21,174 | 21,174 |
| - | - | 14,901 | - | 14,901 | - | - | - | 14,901 |
| - | - | - | - | - | - | - | 14,626 | 14,626 |
| - | - | - | 7,715 | 7,715 | - | - | - | 7,715 |
| - | - | - | - | - | - | - | 1,000 | 1,000 |
| 17,335,702 | $ 286,736 | $ 23,530,271 | $ 1,318,633 | $ 24,848,904 | $ 126,943 | $ 90,360 | $ 36,800 | $ 25,103,007 |

Community Crossroads Board of Directors
Membership Roster

| | Town Represented | Term expires | | |
|---|---|---|---|---|
| Lorraine Butler | Derry | 2020 | © | Consumer |
| Kathleen Dayotis | Atkinson | 2020 | | |
| John DeBaun | Sandown | 2018 | | |
| Jim Dickerson, DMD | Salem | 2020 | | |
| Kenneth Ferreira | | 2020 | © | Family Member |
| Cathy Forgit | Hampstead | 2019 | © | Family Member |
| Dawn George | Hampstead | 2020 | | |
| Elaine Lavin | Salem | 2019 | © | Family Member |
| Robin Knight | Sandown | 2019 | © | Family Member |
| Cathy Spinney | Pelham | 2020 | © | Family Member |
| Barbara Strzykalski | Atkinson | 2020 | © | Family Member |
| James Watson | Derry | 2020 | © | Family Member |

Laurie Giguere Salem © (Liaison from Family Support Council)

**© denotes Consumer

Officers:

| | |
|---|---|
| Kenneth Ferreira, President | 2019 |
| James Watson, Vice President | 2019 |
| John DeBaun, Treasurer | 2019 |
| Cathy Forgit, Secretary | 2019 |

Updated 7/18

# Dennis Powers

**Summary of Qualifications**

Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to $168 million.

Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

**Employment Experience**

2011- Present
Community Crossroads
Atkinson, NH

**President and Chief Executive Officer**
Serve as the CEO of a non- profit corporation with an operating budget of $24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011
Community Support Network, Inc.
Concord, NH

**Executive Director**

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003
NH Department of Health and Human Services
Division of Developmental Services
Concord, NH

**Director**

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a $168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002
Region 10 Community Support Services
Atkinson, NH

**Executive Director**

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of $11.5 million including federal, state, and fundraising dollars..

1988 – 1990
Career Paths
Harrisonburg, Virginia

**Chief Executive Officer**

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 – 1988
Department of Internal Medicine
Medical College of Virginia /
Virginia Commonwealth University
Richmond, Virginia

**Administrator**

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a $14 million budget including $7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985
Maryland Dept. of Health & Mental Hygiene
Mental Retardation & Developmental Disabilities Administration
Baltimore, Maryland

**Director, Intensive Behavior Management Program**

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a $3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

**Director, Phillips Program**

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a $1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 – May 1984.

1977 – 1982
Columbus Developmental Center
Columbus, Ohio

**Health Services Administrator**

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

**Assistant Program Director**

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

**Unit Manager**

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff; and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977
Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

**Team Leader**

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

**Developmental Technician**

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

**Developmental Aide**

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

## Education

**M.A. Public Administration Hospital and Health Services Administration (1980)**
The Ohio State University-John Glenn College of Public Affairs
Columbus, OH

**B.S. Psychology** (1971)
Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University**; **Virginia Commonwealth University**; and **University of New Hampshire**.

## Additional Professional Activities

- New Hampshire Managed Care Task Force (1996)
- UNH Institute On Disability Executive Committee (2002)
- CQI Leadership Institute – Rivier College (1994)
- New Hampshire Institutional Review Board (1995-97)
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies (2004)
- Interagency Coordinating Council For Early Intervention (2002)
- State Family Support Council (2002-2010)
- UNH Family Leadership Series- Group Leader (2007-2011)
- Executive Producer of film "Lost in Laconia" (2010)
- Governor's Commission on Health Care Workforce (2016)

## Community Board Memberships

- New Hampshire Brain Injury Association
  *Board Member 2004- 2010*
- HEART Systems, Inc. Board of Directors
  *1990 – 2002 (President 1990 – 1995)*
- Community Support Network, Inc. –
  *Board Member 1995 – 2002; 2011-present*

# Cynthia Mahar

**Profile**

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Thirty year career in Human Services in support of people with developmental disabilities.
- Twenty years' experience in senior management
- Managed agency operations of over 100 employees with an annual operating budget of $24 million.

**Experience**

**2011 – Present**

Community Crossroads, Inc. Atkinson, NH
Executive Director

- Organizational operations and services to over 1,000 Individuals with developmental disabilities and acquired brain disorders and their families, and adult & seniors with chronic health conditions.
- Report directly to the Chief Executive Officer.
- Oversight of $24 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

**2009-2011**

**Community Support Network Inc.(CSNI) Concord NH**
**Director of Special Projects**

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

**1993-2009**

**Region 10, CSS.Inc.** **Atkinson NH**

**Community Services Director**

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. .Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director and responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

**Director of Service Coordination**

- Held senior management position reporting to the Executive Director. .
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

`1987-1992

**Vocational Services Director**

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

**Education**

2006 **Masters Degree in Business Administration**

Franklin Pierce College Rindge NH

1986 **Bachelors of Arts Degree in Human Services Administration**

Merrimack College, North Andover, Ma

1980 **Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

**Member Affiliations**

- 2017 Award: Inductee to Greater Haverhill Tribute To Women.
- 2010 Brain Injury Association of New Hampshire Board
- 2013 – Present Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

# Ann-Marie Miller

## SUMMARY

Progressive financial manager with over 15 years of experience supporting for-profit and not-for-profit organizations. Proficient in all aspects of financial management, including budget preparation, audit, staff supervision and coaching, Federal and state government grant reporting, financial systems, third-party billing, and financial and investment reporting. Confident board-level liaison, skilled in reporting to audiences with varying degrees of financial and statistical knowledge. Committed to cultivating the next generation of financial professionals.

## KEY SKILLS

- Comfortable managing complex organizational needs
  - Support across multiple programs and cost centers
  - Meeting requirements of government regulations, contractual language, and donor restrictions
  - Managing net assets, including unrestricted, temporarily restricted, and permanently restricted funds
- Extensive experience employing technology in support of program
  - Financial software applications, including Microsoft Dynamics, BTS, NH LEADS, Blackbaud Financial Edge and Raiser's Edge, QuickBooks, and other programs
  - Microsoft Office, including spreadsheet modeling and analysis via Excel
  - Oversight of database conversions and upgrades
- Skilled presenter of financial data and concepts to diverse audiences
  - Reporting to senior management and directors
  - Support for annual reviews by external auditors
  - Introduction of financial basics to junior staff and students

## PROFESSIONAL EXPERIENCE

**Community Crossroads** (Atkinson, NH) 2018-present

***Chief Financial Officer***

Oversee the financial operations of the Area Agency consistent with all applicable regulations and practices with an annual budget of $20 million.

- *Finance Operations*: Supervise, train, and mentor finance department staff. Monitor and review the accounting records. Prepare financial statements for presentation to the President/CEO and Executive Director. Perform analysis of financial trends for the Area Agency and make recommendations to the President/CEO and Finance Committee. Monitor and review the periodic financial reports from our contracted providers and assist the provider in assuring their compliance with standard accounting procedures and any special regulations from the State and Federal government. Work collaboratively with the Bureau of Developmental Services to identify flexible approaches to Medicaid funded services. Prepare and analyze annual budget by department.
- *Auditing and Compliance*: Liaison to external auditors. Prepare and analyze audit schedules. Review audited financial statements and 990 Information return for accuracy and reconciliation to the trial balance. Prepare documentation for Bureau of Developmental Services audits as well as external payroll audits, and respond to any questions. Work as fiscal agent for the Family Support Conference and People FIRST.
- *Grants Support*: Prepare and analyze general ledger, including cost centers, in compliance with Federal, State and grant funding requirements. Complete expense analyses and fiscal reports required for grant funding contracts.

**New Hampshire Historical Society** (Concord, NH) 2012-2018

***Director of Finance***

Led all aspects of financial management for a non-profit cultural institution with an annual budget of $1.8 million and an endowment of $13 million. Directed the organization's human resource functions for ten full-time and 20 part-time staff.

- *Finance Operations*: Supervised, trained, and mentored finance department staff. Prepared and analyzed annual budget by department, working closely with Senior Management and department directors, for presentation to the Executive and Finance Committees of the Board of Directors. Prepared and presented financial statements for the Treasurer of the Board of Directors, Finance Committee, and senior staff.
- *Investments*: Reported endowment activity and reconciled general ledger and investment manager statements. Maintained earnings and expense documentation for board designated, temporarily restricted, and permanently restricted funds in accordance with donor restrictions. Prepared reports for the Investment Committee of the Board of Directors.
- *Human Resources*: Oversaw payroll and benefits, as well as compliance with Federal and State Labor Department rulings. Monitored and updated organizational policies and procedures.
- *Auditing and Compliance*: Liaison to external auditors. Prepared and analyzed audit schedules. Reviewed audited financial statements and 990 Information return for accuracy and reconciliation to the trial balance.
- *Grants Support*: Prepared and analyzed general ledger, including cost centers, in compliance with Federal, State and grant funding requirements. Completed expense analyses and fiscal reports required for grant funding contracts.

**Manchester Community Health Center** (Manchester, NH) 2009-2012

***Chief Financial Officer***

Directed financial operations for a non-profit healthcare institution with four locations and over 16,000 patients. Supervised, trained, and coached patient account staff and accounting staff. Responsible for the development, implementation and monitoring of all financial systems, records, and controls encompassing patient receivables, accounts payable, general accounting, grants and contracts, and payroll. Supported senior management and Board of Directors by providing budget models, overseeing auditing and technical visits, creating financial analyses, and negotiating insurance policies.

Created and submitted grant requests and grant reports for Federal ARRA and Earmark grants using the Federal Electronic Handbook and other Federal portals. Completed calculations and requests for Federal drawdowns using Federal portal.

**Mental Health Center of Greater Manchester** (Manchester, NH) 2007-2009

***Director of Finance***

Directed financial operations for a non-profit organization providing support for mental health in four locations to over 11,000 clients. Reorganized, coached, and supervised business office and accounting staff, and monitored policies and procedures for those departments. Managed general ledger, financial statements and governmental reporting, audits, budgeting, billing and accounts receivable, client fees and financial assistance, and contract rate negotiations.

**United Methodist Foundation of NE** (Hampstead, NH) 2000-2007

***Director of Finance and Administration***

Managed financial operations, personnel, and reporting for a non-profit organization with a mission to strengthen the financial capacity of affiliated churches and agencies. Analyzed, managed, and reported on $72 million investment portfolio, implemented improved controls and internal processes, decreasing monthly closing process by 14 days and establishing electronic transfer protocols. Member of Investment Committee and Strategic Planning Task Force.

## ACADEMIC EXPERIENCE AND CURRICULA

**Southern New Hampshire University – Graduate School of Business** (Manchester, NH) 2016-present

***Adjunct Faculty***

Design and deliver instruction to graduate degree candidates within the MBA track. Courses include "Accounting and Financial Analysis" and "Finance, Economics, and Business Decision Making."

**Great Bay Community College** (Portsmouth, NH) 2015-present

***Adjunct Faculty***

Design and deliver instruction to candidates for undergraduate degrees. Courses include "Accounting II," "Intermediate I," and "Introduction to Business."

## EDUCATION

**Southern New Hampshire University (New Hampshire College) Graduate School of Business**

Masters in Business Administration.

**Southern New Hampshire University (New Hampshire College)**

BS with Honors. Major: Office Administration. Minor: Accounting.

Kelly A. Judson
[redacted]

**Objective:** To obtain a position in human services that promotes my supervisory and organizational skills in a challenging setting.

**Education/Courses:**

| | |
|---|---|
| 1987 | Timberlane Regional High School |
| 1987-1988 | University of New Hampshire, Psychology courses |

**Employment:**

1/6/97-present — The Arc of Northern Essex County, Inc.
4 Summer Street Room 6
Haverhill, MA 01830

**Family Services Coordinator:** Responsible for providing advocacy for individuals with disabilities and their families.

**Responsibilities:** Assisting individuals in interpretation/implementation of the state and federal Special Education Regulations. Serving as a liason between thirteen communities/school systems and area vendors and agencies. Assisting families in attaining benefits and services as well as assisting with fundraising and ongoing leisure activities.

10/93-12/12/96 — Crotched Mountain Residential Services, Inc.
Brookstone Park, #16, Rte. 111, Suite 3
Derry, NH 03038

**Program Manager:** Responsible for the daily operation/management of two residential programs, one individualized day program and the direct formal supervision of ten staff.

**Responsibilities:** Programmatic duties include participating in Quality Assurance reviews, annual state certification review, serve as a liaison between the guardian/area agency/day programs and staff, monitoring and directing the services provided, monitoring ISP objectives, completing quarterly and monthly progress reports, completing functional skills assessment and safety skills assessments, coordinating/assisting residents in medical services and appointments, providing direct care, supervising and administering medication treatment regimen, medical administration.

Supervisory duties include weekly and monthly scheduling/filling vacant shifts, interviewing prospective new employees, formal weekly supervision, conducting weekly staff meetings, orientation of new employees to the agency and programs, completing criteria based performance evaluations, and served as member of the critical relief team.

Community relation duties includes working with and educating local community resources (ie: banks, shop keepers, etc.) and municipal service providers (ie: fire department etc) regarding the unique needs of the individuals that we service, and more importantly, the similarities. Developed, educated, and supported volunteer community members and assisted in establishing long term relationships with the individuals served. Also served and chairperson for two years on annual fundraiser to directly benefit the individuals that we service.

9/89-10/93 Crotched Mountain Residential Services, Inc.
10 Bricketts Mill Road, Hampstead NH 03841

**Permanent House Manager/Program Director:** Responsibilities include managing and supervising one residential program.

**Responsibilities:** Includes direct care, community involvement and activities, teaching ISP objectives, assistance and teaching with daily living skills, supervising a staff of four, managing ISP programs, monthly and quarterly progress report on ISP objectives, coordinating and assisting residents with medical services and care. Duties also include managing medication administration, conducting staff meetings, weekly and monthly scheduling, completing performance reviews, and responsible to oversee household accounts.

8/86-9/89 Crotched Mountain Residential Services, Inc.
PO Box 712, Plaistow, NH 03865

**Residential Counselor:** Responsibilities include direct services to the residents. Duties were inclusive of completing ISP objectives, community outings and scheduling of community activities. Teaching and training daily living skills and ISP objectives. Also served as temporary House Manager for four months. During that period, responsibilities included ensuring the daily operation of the program met state and agency requirements. Managed a staff of four, completed weekly and monthly schedule, and monitored all services provided.

3/84-8/86 New Hampshire Residential Program, Inc.
Windham, NH 03087

**Residential Counselor:** Responsibilities included direct care, providing assistance with daily living skills, assisting residents with community outings/ involvement, completed ISP objectives and monitored the household accounts.

**Certifications:**

Standard First Aid Instructor
NH Medication Administration
MA Medication Administration
Non-Violent Crisis Prevention Intervention

**Training's:**

Social Role Valorization
Defensive Driving
Frontline Leadership: Zenger Miller Management Training
Total Quality Management/Continuous Quality Improvement
Standard First Aid Instructors Course (teach approx. 50 people per year)
Formal Behavioral Training's
Technical training's (listing furnished upon request)
Various Management training's

**Memberships:**

Presidents Forum (appointed to committee that serves as an advisory committee to the President of the Foundation. Appointed by the President to represent subsidiary in reference to employee issues.)

**Committee Appointments:**

Employee Publication Committee
Staff Development Committee
Quality of Life Circle
Safety Committee
Fundraising Committee
Project Connect
Merrimack Valley Aging and Diasabled Coalition

**References:**

References provided upon request.

# Elaine Christine Roy

[redacted]

*e-mail:* [redacted]

## SUMMARY

- Extensive Management Experience
- Outstanding Interpersonal Abilities
- Proven Leadership Skills
- Comprehensive Business Management Experience
- Superior Communication, Interpersonal and Problem Solving Skills

## PROFILE

I am an enthusiastic team player eager to accept new responsibilities. I have a natural ability to communicate well with people, possess keen attention to detail and follow through and a proven track record of professional success utilizing my extensive business background combined with outstanding work ethics and core values.

## QUALIFICATIONS

- Management/Supervision
- Training
- Business Operations
- Development
- Public Relations
- Computer/MIS experience
- Conflict Resolution Skills
- Fundraising
- Human Resources
- Community Volunteer
- Contract Negotiations
- Managed Care/Insurance
- Marketing/Promotions
- Property Management
- Owned Small Business

## EXPERIENCE

**Associate Director** 1989-Present
Region 10 Community Support Services Inc, Atkinson, NH

**Engineering Department Manager** 1987-1989
Lewis Builders, Inc, Atkinson, NH

**Planning & Building Manager** 1986-1987
Town of Atkinson, Atkinson, NH

**Owner/Manager** 1980-1986
Stockton Pump & Drilling Company, El Cajon, CA

## EDUCATION

Daniel Webster College, Nashua, NH — MSCE (Microsoft Certified Engineer-NT)
San Diego State University, San Diego, CA — Business Administration
Grossmont College, El Cajon, CA — Business Administration

## REFERENCES

Business and Personal Recommendations Available On Request

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Vendor Name:** Community Crossroads, Inc.

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

| | | |
|---|---|---|
| Dennis Powers--CEO | $140,000 | 1.50% |
| Cynthia Mahar--Executive Director | $100,334 | 1.50% |
| Ann Marie Miller--CFO | $95,000 | 1.50% |
| Chris Roy, Associate Director | $91,000 | 1.50% |
| Kelly Judson, Director of Service Coordination | $78,000 | 1.50% |
| | $0 | 0.00% |
| | $0 | 0.00% |
| | $0 | 0.00% |
| | $0 | 0.00% |
| | $0 | 0.00% |
| | $0 | 0.00% |
| **TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)** | | |

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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Developmental Services of Sullivan County | | 1.4 Contractor Address<br>654 Main Street<br>Claremont NH 03743 | |
| 1.5 Contractor Phone Number<br>603-504-1547 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$7,043,089 |
| 1.9 Contracting Officer for State Agency<br>Nathan White<br>Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>Patricia Witthaus, Vice Chair | |

1.13 Acknowledgement: State of NH, County of Sullivan

On May 8, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Anne He Iacono, Exec. Assistant

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division LTSS |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials _____
Date 5/8/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials BW
Date 5/8/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

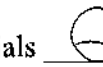
**21. HEADINGS**. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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



Contractor Initials 

Date 5/8/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation

that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services

2.1.2. Community Participation Services and/or Employment Services

2.1.3. Family-Centered Early Supports and Services

2.1.4. Family Support Services

2.1.5. In-Home Support Services

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services

2.1.7. Residential Services

2.1.8. Service Coordination

2.1.9. Services to Person with Acquired Brain Disorders

2.1.10. Participant Directed Managed Services

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1.into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations.

2.5.1.2. Transition plans for youth leaving children's services.

An Emergency Department protocol for individual's dually eligible.

2.5.1.3. A process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital.

2.5.1.4. An annual orientation for case management/intake staff of both organizations.

2.5.1.5. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5

days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. Out of State Placements:

2.8.1. In an effort to comply with the requirements in RSA 171-A:18 with the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6.

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating

expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are

unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 2 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire

Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 175 | 175 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of

FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule

He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire

Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 277 | 7 | 15 | 255 | 54359 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 292 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 5 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and

responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 Pathways of the River Valley

| | | | |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Service | 18 | 12,163 |
| **Community Participation Services** | | | |
| | Day | 56 | 201,877 |
| | SEP | 28 | 7,465 |
| **In Home Supprt Services** | | | |
| | In Home Supports | 21 | 278 |
| **Residences Which May Also Provide Day Program Services** | | | |
| | Day | 66 | 268,266 |
| | Residential | 124 | 35,704 |
| **Residentail Services** | | | |
| | Residential | 11 | 3,343 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 7 | 24,133 |
| | Residential | 12 | 3,587 |
| | Consolidated Services | 3 | 58 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 61 | 813 |

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
2. This contract is funded with funds from:
   2.1. State of New Hampshire General Funds
   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $109,219.
4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.
   4.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
   4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $1500.
5. **Payment for Room and Board Expenses for individuals who receive Residential Services**



Contractor Initials: SW
Date: 5/8/19

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by

the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved

Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/8/19
Date

Name: Patricia Williams
Title: Vice Chair

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/8/19
Date

Name: PATRICIA WITTHAUS
Title: VICE CHAIR

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name:

5/8/19
Date

Name: PATRICIA WITHAUS
Title: VICE CHAIR



Contractor Initials PW
Date 5/8/19

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/8/19
Date

Name: PATRICIA WITTHAUS
Title: VICE CHAIR

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/8/19
Date

Name: PATRICIA WITHAM
Title: VICE CHAIR

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Developmental Services of Sullivan County |
| The State | Name of the Contractor |
| Deborah D. Scheetz | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | Patricia W. Thaus |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | Vice Chair |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/8/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/8/19
Date

Name: Patricia Witthaus
Title: Vice Chair

## FORM A

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

1. The DUNS number for your entity is: # 3849041

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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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



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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1973. 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: **66014**

Certificate Number: **0004510493**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2019.

William M. Gardner

Secretary of State

# CERTIFICATE OF VOTE

I, Susan Parry, Secretary/Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Developmental Services of Sullivan County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 8, 2019:
(Date)

**RESOLVED:** That the Vice Chair of the Board of Directors
(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 8th day of May, 2019.
(Date Contract Signed)

4. Patricia Whitthaus is the duly elected Vice Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Susan L Parry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 8th day of May, 2019,

By Susan L. Parry.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 08/05/2019

PATHW-1 OP ID: JB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Greg Meyer

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Ins Co | 18058 |
| INSURER B : Q B E Insurance Corporation | 39217 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Developmental Services of Sullivan County Inc dba Pathways of the River Valley
Steve Monetta, CFO
654 Main Street
Claremont, NH 03743

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PRO-JECT LOC | | | PHPK1844429 | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Emp Ben. | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | | | PHPK1844433 | 06/30/2018 | 06/30/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | PHUB636600 | 06/30/2018 | 06/30/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | QWC30000926<br>3A STATE: NH | 11/14/2018 | 11/14/2019 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Property Section | | | PHPK1844429 | 06/30/2018 | 06/30/2019 | Contents | 5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mark Mills excluded from Workers Compensation Coverage

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and 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
Julie Bernier

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# *Our Mission*

*PathWays is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide services in the spirit of partnership and respect.*

*Financial Statements*

# DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
# d/b/a
# PATHWAYS OF THE RIVER VALLEY

**FOR THE YEARS ENDED**
**JUNE 30, 2018 AND 2017**
**AND**
**INDEPENDENT AUDITORS' REPORT**

**DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.**
**d/b/a**
**PATHWAYS OF THE RIVER VALLEY**

**FINANCIAL STATEMENTS**

**JUNE 30, 2018 AND 2017**

**TABLE OF CONTENTS**


| | Page(s) |
|---|---|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statements of Financial Position | 3 |
| Statements of Activities | 4 |
| Statements of Cash Flows | 5 |
| Statement of Functional Expenses | 6 - 7 |
| Notes to Financial Statements | 8 - 14 |
| Supplementary Information: | |
| Schedule of Functional Public Support and Revenue | 15 |

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATIONS
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Developmental Services of Sullivan County, Inc.
d/b/a Pathways of the River Valley
Claremont, New Hampshire

# INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related statement of functional expenses for the year ended June 30, 2018, and the related notes to the financial statements.

## Management's Responsibility for the Financial Statements

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

## Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley as of June 30, 2018 and 2017, and the changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Developmental Services of Sullivan County, Inc.'s., d/b/a Pathways of the River Valley June 30, 2017 financial statements, and our report dated December 27, 2017, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional public support and revenue on page 15 is presented for the purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
November 8, 2018

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

## ASSETS

| | 2018 | 2017 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash | $ 885,525 | $ 437,110 |
| Accounts receivable, net | 440,325 | 516,949 |
| Prepaid expenses | 66,428 | 102,407 |
| Total current assets | 1,392,278 | 1,056,466 |
| **NONCURRENT ASSETS** | | |
| Property, equipment and vehicles, net | 1,606,532 | 1,607,159 |
| Security deposits | 8,020 | 8,020 |
| Investment in insurance captive | 78,924 | 55,162 |
| Total noncurrent assets | 1,693,476 | 1,670,341 |
| **TOTAL ASSETS** | $ 3,085,754 | $ 2,726,807 |

## LIABILITIES AND NET ASSETS

| | | |
|---|---|---|
| **CURRENT LIABILITIES** | | |
| Current portion of long term debt | $ 93,914 | $ 101,334 |
| Accounts payable and accrued expenses | 1,724,587 | 1,187,957 |
| Total current liabilities | 1,818,501 | 1,289,291 |
| **LONG TERM LIABILITIES** | | |
| Long term debt, net of current portion shown above | 470,920 | 541,730 |
| Total liabilities | 2,289,421 | 1,831,021 |
| **NET ASSETS** | | |
| Unrestricted | 796,333 | 895,786 |
| **TOTAL LIABILITIES AND NET ASSETS** | $ 3,085,754 | $ 2,726,807 |

**See Notes to Financial Statements**

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **PUBLIC SUPPORT AND REVENUE** | | |
| Medicaid | $ 18,690,968 | $ 17,651,247 |
| Client and program fees | 532,102 | 391,784 |
| Division of Mental Health and Developmental Services | 340,239 | 351,036 |
| Grants | 17,548 | 2,143 |
| Contributions | 11,953 | 375 |
| Investment return | 866 | 66 |
| Gain on sale of property | - | 500 |
| Other | 78,061 | 111,928 |
| Total public support and revenue | 19,671,737 | 18,509,079 |
| **EXPENSES** | | |
| **Program Services** | | |
| Service coordination | 940,581 | 1,111,070 |
| Combined day services | 1,210,995 | 1,186,895 |
| Early support services | 431,412 | 386,323 |
| Enhanced family care | 2,589,862 | 2,381,861 |
| Independent living | 3,446,075 | 3,417,129 |
| Community residences | 6,448,394 | 5,929,552 |
| Community support | 73,225 | 90,604 |
| Subcontractors | 2,696,732 | 2,508,166 |
| Family support | 294,142 | 278,308 |
| Total program services | 18,131,418 | 17,289,908 |
| **Supporting Activities** | | |
| General management | 1,639,772 | 1,860,675 |
| Total expenses for program and support services | 19,771,190 | 19,150,583 |
| **CHANGE IN NET ASSETS** | (99,453) | (641,504) |
| **NET ASSETS, BEGINNING OF YEAR** | 895,786 | 1,537,290 |
| **NET ASSETS, END OF YEAR** | $ 796,333 | $ 895,786 |

**See Notes to Financial Statements**

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Change in net assets | $ (99,453) | $ (641,504) |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 176,941 | 161,681 |
| Gain on sale of assets | - | (500) |
| Changes in assets and liabilities | | |
| Decrease in accounts receivable - net | 76,624 | 435,464 |
| Decrease (increase) in prepaid expenses | 35,979 | (80,867) |
| Increase in security deposits | - | (45) |
| Increase (decrease) increase in accounts payable and accrued expenses | 536,630 | (262,891) |
| **NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES** | 726,721 | (388,662) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Purchase of property, equipment and vehicles | (141,414) | (119,154) |
| Deposit on insurance captive, net | (23,762) | (25,201) |
| Proceeds from sale of assets | - | 500 |
| **NET CASH USED IN INVESTING ACTIVITIES** | (165,176) | (143,855) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Repayment of long term debt | (113,130) | (106,557) |
| **NET CASH USED IN FINANCING ACTIVITIES** | (113,130) | (106,557) |
| **NET INCREASE (DECREASE) IN CASH** | 448,415 | (639,074) |
| **CASH AT BEGINNING OF YEAR** | 437,110 | 1,076,184 |
| **CASH AT END OF YEAR** | $ 885,525 | $ 437,110 |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:** | | |
| Cash paid during the year for interest | $ 35,160 | $ 35,701 |
| **SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:** | | |
| Vehicle financed by long term debt | $ 34,900 | $ 48,505 |

See Notes to Financial Statements

**DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.**
d/b/a
**PATHWAYS OF THE RIVER VALLEY**

**STATEMENT OF FUNCTIONAL EXPENSES**
**FOR THE YEAR ENDED JUNE 30, 2018**
**WITH COMPARATIVE TOTALS FOR 2017**

| | General Management | Service Coordination | Combined Day Services | Early Support Services | Enhanced Family Care | Independent Living | Community Residences | Community Support | Subcontractors | Family Support | Total 2018 All Programs | Total 2017 All Programs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PERSONNEL COSTS** | | | | | | | | | | | | |
| Salaries and wages | $ 774,108 | $ 570,924 | $ 670,390 | $ 135,202 | $ 337,553 | $ 1,054,752 | $ 1,558,739 | $ 40,939 | $ - | $ - | $ 5,142,607 | $ 5,248,480 |
| Employee benefits | 153,648 | 126,431 | 194,522 | 17,676 | 83,710 | 404,013 | 252,191 | 12,081 | - | - | 1,223,870 | 985,962 |
| Payroll taxes | 62,668 | 41,743 | 48,445 | 9,870 | 25,188 | 77,431 | 115,744 | 3,181 | - | - | 384,248 | 412,123 |
| **PROF. FEES AND CONSULTANTS** | | | | | | | | | | | | |
| Client treatment/services | 6 | 41,276 | 2,481 | 221,996 | 1,956,239 | 1,577,073 | 240,967 | 500 | 18,974 | 208,439 | 4,277,971 | 4,188,702 |
| Fees/payroll preparation | 2,376 | 5,008 | 6,310 | 2,052 | 771 | 12,389 | 15,109 | 2,020 | - | - | 46,033 | 43,431 |
| Subcontractors | - | 7,000 | - | - | 103,223 | 1,212 | 3,670,473 | - | 2,675,826 | 11,250 | 6,468,984 | 5,847,812 |
| Accounting/auditing fees | 54,158 | - | - | - | - | - | - | - | - | - | 54,158 | 64,203 |
| Legal fees | 70,183 | - | - | - | - | - | - | - | - | - | 70,183 | 58,579 |
| Other professional fees | 74,536 | 17,791 | 422 | - | - | 3,936 | 2,242 | - | - | - | 98,927 | 255,474 |
| **STAFF DEVELOPMENT AND TRAINING** | | | | | | | | | | | | |
| Journals and publications | 500 | - | - | - | - | - | 230 | - | - | - | 730 | 1,525 |
| Conferences and conventions | 518 | 435 | 179 | 290 | 264 | - | 408 | - | - | - | 2,094 | 1,988 |
| Other staff development | 14,536 | 6,791 | 3,809 | 1,103 | 3,408 | 1,891 | 5,342 | 300 | - | - | 37,280 | 37,442 |
| **OCCUPANCY COSTS** | | | | | | | | | | | | |
| Rent | 14,010 | - | 40,973 | - | 803 | - | 13,427 | - | - | 749 | 69,962 | 68,172 |
| Heating costs | 4,937 | 4,743 | 3,993 | 1,210 | - | 1,703 | 42,533 | - | - | 855 | 59,974 | 40,485 |
| Other utilities | 6,211 | 5,695 | 10,172 | 1,481 | 431 | 2,053 | 46,430 | - | - | 369 | 72,822 | 72,347 |
| Other occupancy costs | 38,368 | 7,114 | 3,490 | 1,987 | 722 | 2,701 | 73,163 | - | - | 1,000 | 128,545 | 109,021 |
| **CONSUMABLE SUPPLIES** | | | | | | | | | | | | |
| Office | 9,176 | 2,021 | 2,626 | 1,736 | 212 | 1,548 | 8,979 | - | - | 24 | 26,326 | 21,064 |
| Building/household | 1,830 | 1,466 | 993 | 382 | 68 | 636 | 14,451 | - | - | - | 19,746 | 26,843 |
| Food | - | - | 1,021 | - | 580 | 120 | 43,892 | - | - | 1,416 | 46,628 | 49,803 |
| Medical | - | 18 | 159 | 105 | 1,331 | 2,633 | 16,897 | - | - | 328 | 21,271 | 14,694 |
| **EQUIPMENT RENTAL** | 20,512 | 5,537 | 12,020 | 932 | 1,949 | 12,010 | 10,349 | 2,046 | - | - | 65,355 | 66,453 |
| **EQUIPMENT MAINTENANCE, IT** | 86,277 | 18,349 | 10,088 | 4,651 | 2,990 | 20,839 | 17,185 | 563 | - | - | 158,742 | 136,898 |
| **EQUIPMENT MAINTENANCE, OTHER** | 1,430 | - | 15,314 | - | 2,441 | 3,281 | 8,804 | - | - | 590 | 29,860 | 35,321 |
| **DEPRECIATION** | 91,081 | - | 129 | - | 12,749 | - | 72,982 | - | - | - | 176,941 | 161,681 |
| **ADVERTISING** | 37,071 | 3,258 | 5,717 | 744 | 853 | 1,159 | 12,583 | - | - | - | 61,393 | 92,961 |
| **PRINTING** | 4,366 | 1,311 | 222 | 2,317 | 926 | 368 | 36 | - | - | - | 9,545 | 8,344 |
| **TELEPHONE** | 3,421 | 3,361 | 10,521 | 790 | 428 | 3,040 | 18,105 | 1,551 | - | 968 | 42,225 | 51,765 |
| **POSTAGE/SHIPPING** | 8,229 | - | - | - | - | - | 126 | - | - | - | 8,355 | 12,724 |
| Total carried forward | $ 1,531,535 | $ 866,306 | $ 1,046,996 | $ 404,706 | $ 2,526,837 | $ 3,184,498 | $ 6,259,007 | $ 63,181 | $ 2,694,800 | $ 226,007 | $ 18,804,955 | $ 18,086,117 |

**See Notes to Financial Statements**



(Continued)

(Continued)

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE TOTALS FOR 2017

| | General Management | Service Coordination | Combined Day Services | Early Support Services | Enhanced Family Care | Independent Living | Community Residences | Community Support | Subcontractors | Family Support | Total 2018 All Programs | Total 2017 All Programs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total carried forward | $ 1,531,535 | $ 866,308 | $ 1,048,098 | $ 404,708 | $ 2,526,837 | $ 3,164,498 | $ 6,259,007 | $ 63,161 | $ 2,694,800 | $ 226,007 | $ 18,804,955 | $18,086,117 |
| **TRANSPORTATION** | | | | | | | | | | | | |
| Staff | 10,203 | 27,901 | 28,484 | 11,076 | 11,068 | 35,384 | 32,858 | 897 | - | 86 | 157,985 | 194,414 |
| Clients | 245 | 84 | 53,264 | - | 9,368 | 74,684 | 7,246 | 4,993 | - | - | 150,084 | 153,657 |
| **ASSISTANCE TO INDIVIDUALS** | | | | | | | | | | | | |
| Client assistance | 892 | 636 | 408 | 8,780 | 10,124 | 35,023 | 1,593 | - | 1,932 | 66,526 | 125,714 | 137,965 |
| Clothing | - | - | 2,954 | 91 | 6,010 | - | 12,312 | - | - | 391 | 21,756 | 32,953 |
| **INSURANCE** | | | | | | | | | | | | |
| Malpractice and bonding | 5,590 | - | 922 | - | 44 | - | 6,084 | - | - | - | 12,640 | 12,776 |
| Vehicles | 10,598 | - | 2,086 | - | 1,067 | - | 9,947 | - | - | - | 23,698 | 23,698 |
| Property and liability | 16,428 | - | 2,668 | - | 1,020 | - | 17,413 | - | - | - | 37,549 | 36,308 |
| Workers compensation | - | 43,326 | 72,689 | 8,657 | 21,663 | 110,251 | 92,869 | 4,174 | - | - | 357,619 | 339,210 |
| **MEMBERSHIP DUES** | 2,548 | - | - | - | - | - | - | - | - | - | 2,548 | 2,231 |
| **BAD DEBTS** | 20,000 | - | - | - | - | - | - | - | - | - | 20,000 | 20,099 |
| Interest expense | 25,304 | - | 643 | - | 2,361 | - | 6,852 | - | - | 1,132 | 35,180 | 35,701 |
| Miscellaneous | 16,631 | 326 | 551 | 102 | 282 | 35 | 2,223 | - | - | - | 21,282 | 75,454 |
| Total functional expenses | $ 1,639,772 | $ 940,581 | $ 1,210,995 | $ 431,412 | $ 2,589,882 | $ 3,446,075 | $ 6,448,394 | $ 73,225 | $ 2,696,732 | $ 294,142 | $ 19,771,180 | $ 19,150,563 |

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

## 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### General

Developmental Services of Sullivan County, Inc. d/b/a Pathways of the River Valley (Pathways) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. Pathways has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

### Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

### Basis of Presentation

Pathways prepares its financial statements in accordance with Financial Accounting Standards Board Accounting Standards Codification 958 (ASC 958) *Not for Profit Entities*. Under ASC 958, the Organization is required to report information regarding financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2018 and 2017, Pathways had only unrestricted net assets.

### Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Accounts Receivable

Pathways provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. At June 30, 2018 and 2017, the allowance for doubtful accounts was approximately $9,000 and $18,000, respectively.

**Property and Depreciation**
Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

| | |
|---|---|
| Buildings | 39 years |
| Leasehold improvements | 5 to 25 years |
| Furniture, equipment and software | 5 to 20 years |
| Vehicles | 4 to 5 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2018 and 2017 was $176,941 and $161,681, respectively.

**Fair Value of Financial Instruments**
Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values for its financial instruments. Pathways' financial instruments consist of cash, short-term receivables and payables, prepaid expenses, deposits and short-term notes payable. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

**Contributions**
Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to Pathways program services. Also, the Board of Directors serves as volunteers.

**Donations and Appropriations**
All donations and appropriations are considered to be available for unrestricted use unless specifically restricted by the donor.

**Summarized Financial Information**
The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Pathways' financial statements for the year ended June 30, 2017, from which the summarized information was derived.

**Functional Allocation of Expenses**
The costs of providing the various programs and services have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

**Accrued Earned Time**
Pathways has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to $181,544 and $213,762 at June 30, 2018 and 2017, respectively.

**Advertising Policy**
Pathways' policy is to expense advertising costs as they are incurred.

**Income Taxes**
Pathways is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined Pathways to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated Pathways' tax positions and concluded that Pathways has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. Pathways is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

## 2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2018 and 2017 represent interest income from bank accounts.

## 3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2018 and 2017, property, equipment and vehicles consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Land and buildings | $ 2,172,092 | $ 2,138,644 |
| Furniture, equipment and software | 570,557 | 462,591 |
| Vehicles | 382,170 | 347,270 |
| Leasehold improvements | 78,787 | 78,787 |
| | 3,203,606 | 3,027,292 |
| Less accumulated depreciation | 1,597,074 | 1,420,133 |
| Property, equipment and vehicles, net | $ 1,606,532 | $ 1,607,159 |

## 4. INVESTMENT IN INSURANCE CAPTIVE

In May 2013 Pathways entered into a captive insurance program, sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. Pathways and all other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. Effective July 1, 2017, Pathways left the Roundstone captive insurance program and entered into a program with Pareto Captive Services. During the year ended June 30, 2017 a deposit of $25,201 was made for participation in the Pareto captive services program. During the year ended June 30, 2018 an additional deposit was made in the amount of $53,723. The participation deposit of $29,961 made to the original sponsor (Roundstone Insurance Ltd) was returned during the year ended June 30, 2018.

The total participant investment into the captive insurance program amounted to $78,924 and $55,162 at June 30, 2018 and 2017, respectively.

## 5. BANK LINE OF CREDIT

Pathways entered into a $200,000 revolving line of credit agreement (the line) with a bank on April 7, 2016. The revolving line of credit was renewed on July 30, 2018. The line is due on demand and calls for monthly variable interest payments based on the LIBOR Advantage Rate (ranging from 1.228% to 2.068% from July 1, 2017 through June 30, 2018) plus 2.50%. The line is secured by all of Pathways' assets. There was no outstanding balance on the line at June 30, 2018 and 2017.

## 6. NOTES PAYABLE

The notes payable as of June 30, 2018 and 2017 consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Notes payable to various finance institutions in monthly installments for principal and interest ranging from $275 to $1,161 with maturity dates ranging from October, 2017 to August, 2021. The notes have interest rates ranging from 3.99% to 7.20% and are collateralized by vehicles owned by Pathways. | $ 68,834 | $ 77,730 |
| Note payable to a bank in monthly installments of principal of $5,333, plus interest. Interest was stated at the LIBOR Advantage Rate (ranging from 1.228% to 2.068% for July 2017 to June 2018 and .4829% to 1.224% for July 2016 to June 2017) plus 2.75%. The note matures on April 7, 2021 at which time the remaining balance shall be paid. The note is collateralized by the Orford Road Property owned by the Organization. | 496,000 | 565,334 |
| | 564,834 | 643,064 |
| Less current portion due within one year | 93,914 | 101,334 |
| Total long term debt | $ 470,920 | $ 541,730 |

The scheduled maturities of the notes payable as of June 30, 2018 were as follows:

| Year Ending June 30 | Amount |
|---|---|
| 2019 | $ 93,914 |
| 2020 | 85,941 |
| 2021 | 383,295 |
| 2022 | 1,684 |
| | $ 564,834 |

Pathways is required to maintain a debt service coverage ratio of 1.10 to 1.00 and was not in compliance with this covenant at June 30, 2018. Subsequent to year end the bank waived its right to call the note.

## 7. OPERATING LEASES

Pathways leases facilities from unrelated parties under the terms of operating leases with various expiration dates through June, 2020. The payments under these leases totaled $69,962 and $68,172 for the years ended June 30, 2018 and 2017, respectively. The future minimum annual lease payments for these leases are as follows:

| Year Ending June 30 | Amount |
|---|---|
| 2019 | $ 34,747 |
| 2020 | 22,540 |
| Total | $ 57,287 |

## 8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2018 and 2017, approximately 95% of the support and revenue of Pathways was derived from Medicaid. The future level of services provided by Pathways is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2018 and 2017 was $401,983 and $467,218, respectively. Pathways does not require collateral on these receivables due to the nature of the revenue source. In order for Pathways to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

Pathways maintains cash balances that, at times, may exceed federally insured limits. The Organization has not experienced any losses in such amounts and believes it is not exposed to any significant risk with respect to these accounts.

## 9. RETIREMENT PLAN

Pathways maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Pathways contributed up to 10% of the base compensation of eligible participants to the plan. Effective January 1, 2018 employer matching contributions were suspended as a cost savings measure. Contributions to the plan for the years ended June 30, 2018 and 2017 were $66,978 and $125,098, respectively.

## 10. FLEXIBLE BENEFITS PLAN

Pathways maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from Pathways to this plan.

## 11. CONTINGENCIES

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2018 and 2017.

Pathways has been named as a co-defendant, along with the State of New Hampshire, in a lawsuit related to services rendered to a Pathways client by the plaintiff. The plaintiff attempted to bill Pathways for excluded services under certain contracts. Pathways intends to vigorously defend the claim, which it considers groundless. The ultimate resolution of this matter is not ascertainable at this time. No provision has been made in the financial statements related to this claim.

## 12. CLIENT FUNDS

As of June 30, 2018 and 2017, Pathways has custody of funds on behalf of its consumers in the amount of $68,860 and $59,482, respectively.

## 13. BEQUEST RECEIVABLE/BOARD DESIGNATED FUNDS

During the year ended June 30, 2014, Pathways learned they were named a beneficiary of a trust. The total amount of the receivable due from the bequest at June 30, 2015 was $116,387. The receivable was received in full during the year ended June 30, 2016. The funds were deposited into the operating account and are designated by the Board to be used for special projects. At June 30, 2018, approximately $80,000 remains in the operating account related to the bequest.

## 14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

## 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 8, 2018, the date the financial statements were available to be issued.

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

SCHEDULE OF FUNCTIONAL PUBLIC SUPPORT AND REVENUE
FOR THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE TOTALS FOR 2017

| | General Management | Service Coordination | Combined Day Services | Early Support Services | Enhanced Family Care | Independent Living | Community Residences | Community Support | Subcontractors | Family Support | Total 2018 All Programs | Total 2017 All Programs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC SUPPORT AND REVENUE** | | | | | | | | | | | | |
| Medicaid | $ - | $ 650,880 | $ 950,102 | $ 395,602 | $ 3,363,641 | $ 4,090,988 | $ 5,976,645 | $ 58,511 | $ 2,946,542 | $ 258,057 | $ 18,690,968 | $ 17,651,247 |
| Client and program fees | 429 | 476 | 590 | 43,205 | 128,755 | 14,132 | 314,940 | - | 29,575 | - | 532,102 | 391,784 |
| Division of Mental Health and Developmental Services | - | - | - | 181,701 | 158,538 | - | - | - | - | - | 340,239 | 351,036 |
| Grants | 1,048 | - | 16,500 | - | - | - | - | - | - | - | 17,548 | 2,143 |
| Contributions | 11,903 | - | - | - | - | - | 50 | - | - | - | 11,953 | 375 |
| Investment return | 866 | - | - | - | - | - | - | - | - | - | 866 | 66 |
| Gain on sale of property | - | - | - | - | - | - | - | - | - | - | - | 500 |
| Other | 27,318 | 10,322 | 32,745 | - | 7,114 | - | 562 | - | - | - | 78,061 | 111,928 |
| Total public support and revenue | $ 41,564 | $ 661,678 | $ 999,937 | $ 620,508 | $ 3,658,048 | $ 4,105,120 | $ 6,292,197 | $ 58,511 | $ 2,976,117 | $ 258,057 | $ 19,671,737 | $ 18,509,079 |

See Notes to Financial Statements

PATHWAYS

# BOARD OF DIRECTORS

## EXECUTIVE COMMITTEE

**PRESIDENT**
Ralph Puckett
[redacted]

**VICE PRESIDENT**
Patricia Witthaus
[redacted]

**SECRETARY/TREASURER**
Susan Parry
[redacted]

Ted Brayman
[redacted]

Cheryl Abbott
[redacted]

## MEMBERS

Rose Ann Tardiff*(Adult/Self Advocacy Group)
[redacted]

Kaitlyn Ferland*(Family Support Council)
[redacted]

Julie Hilliard*(PDMS)
[redacted]

* Denotes consumer/family member
Revised 12/06/2018

**Mark Mills, M.S.**

**Employment History**

**July 2000 to Present: Pathways of the River Valley, Claremont and Lebanon New Hampshire**

***Chief Executive Officer***

Chief Executive Officer responsible for the operations of an area agency providing services to over 500 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 15 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 250; participating in state level planning as a member of the Community Support Network (CSN); and working with various advocacy groups and community organizations in Sullivan County.

**March 1988 to July 2000: Community Bridges, Concord, New Hampshire**

***7/99 to 7/00: Director of Operations***

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 20 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

***7/97 to 7/99: Director of Service Development and Provision***

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 25 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

***9/94 to 7/97: Service Development Coordinator***

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorders or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

***3/88 to 9/94: Case Manager***

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

**1993 to 2000: New Hampshire Technical Institute, Concord, New Hampshire**

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught included: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

**1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire**

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

**Education**

1996 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

1994 Bachelor Degree in Behavioral Science, University System of New Hampshire.

1988 Associate Degree in Human Services, New Hampshire Technical Institute.

**Accomplishments**

- Current Chair, Board of Directors, Sullivan County Oral Health Collaborative/Claremont Dental Center
- Current Chair, Board of Directors, Community Support Network Incorporated (CSNI)
- Current member, Board of Directors, New Hampshire Diversity Concepts
- Past member Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advocacy Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Master Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practice in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1996 Annual National Conference for the Robert Wood Johnson Foundation's Self- Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1996 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1996.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirteenth Annual Conference.
- Presented on Service Brokerage at the 1996 conference "What We Are Learning About Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for individuals with disability at the 1995 New Hampshire Care- Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire' Regional Service System".

**STEVEN L. MONETTE**

[redacted]

**Email:** [redacted]

**SUMMARY:** Healthcare senior financial executive with a proven record and extensive experience in financial operations, financial planning, accounting, contract analysis and managed care negotiations, accustomed to a fast paced work environment, loyal and trusted team player with strong interpersonal skills, reputation for developing and leading a strong financial services function.

## PROFESSIONAL EXPERIENCE

**The Brattleboro Retreat** — **Brattleboro, VT**
**(2014-Present)** 2017

**Vice President of Finance & Chief Financial Officer (2014-present)** of a $69M, nationally recognized 149 bed inpatient not for profit regional specialty mental health and addictions treatment center that provides comprehensive inpatient, partial hospitalization, and outpatient treatment services for children, adolescents and adults. Reporting to the President & CEO is responsible for the day to day financial operations of the organization including the overall direction in financial strategic planning, interpretation, coordination and administration of services and hospital procedures for finance, general accounting, budgeting, patient revenue cycle, internal controls, auditing, third party contracting, and information systems. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Utilization Review, Information Systems and Materials Management. Is responsible for six direct reports and 76 FTE's.

- Refunded variable rate demand bonds and obtained refinancing for a committed 10 year period via a bank direct purchase allowing the organization to save approximately $865k over a ten year term.
- Restructured and reorganized the hospital's revenue cycle departments including outsourcing the hospital's entire billing team. Outsourcing allowed internal resources to rebuild patient access from a process and I.T. perspective.
- Rebuilt a collaborative I.T. vendor relationship with development of an I.T. strategic plan emphasizing EHR development and I.T. vendor partnerships.
- Administered a decision support system vendor selection process and negotiated a comprehensive vendor contract for the install of a hospital wide decision support system.
- Administered and directed the implementation of multiple internal control measures to augment capital purchasing, reimbursement analysis and general accounting processes.
- Successfully negotiated third party contracts with the Vermont Department of Mental Health as well augmented change in third party billing processes with the Department of Vermont Health Access.

**VALLEY REGIONAL HEALTHCARE, INC** — **Claremont, NH**
**(2005-2014)**

**Chief Financial Officer & Treasurer (2006-2014)** of a $50M Critical Access Hospital that includes a visiting nurse association and seven hospital-owned physician practices. Reporting to the President & CEO is responsible for the organization's overall direction in financial strategic planning and leadership, interpretation, coordination and administration of services and hospital procedures on finance, budgeting, general accounting, information systems, internal controls and auditing. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Information Systems and Materials Management. Is responsible for five direct reports and 51 FTEs.

- Obtained financing for a CON approved $22.5M Master Facility Project where the proceeds were used to refinance existing debt, construct a new emergency department, expand medical-surgical and ICU bed units and construct a new central plant.

- Renegotiated the terms of the hospital's Irrevocable Direct Pay Letter of Credit agreement with the hospital's issuing bank and hedged Variable Rate Demand Bonds with synthetically fixed Interest Rate Swaps.
- Developed and finalized a strategic multi-year plan for a hospital wide information systems solution
- Administered an information systems vendor selection process and negotiated a comprehensive information systems five year vendor contract as outlined in the hospital's information systems strategic plan.
- Converted the Medicare status of the physician practices from rural health clinics to provider-based clinics generating approximately $600k in additional fiscal year reimbursement.
- Administered the transfer of the Visiting Nurse Association from the hospital corporate structure to the parent corporate structure creating approximately $275k in additional fiscal year reimbursement.
- Successfully negotiated multi-year third party managed care contracts with the hospital's primary payers.
- Restructured and implemented a new organizational structure for the finance division's revenue cycle departments with emphasis on revenue optimization and cash collections as well as provide skill sets that can lead the organization in EMR and CPOE implementation.
- Created and developed a physician practice financial operations committee with an emphasis on practice profitability and operational opportunities.
- Established six LEAN sigma process projects to improve process and efficiency resulting in reduced waits time and cost.
- Provided financial advice and education to the CEO, Finance Committee and Board of Trustees.

**Controller (2005-2006)** Reporting to the CFO directed budgeting, accounting, accounts payable, payroll, cash management and third party reimbursement.

- Provided management with budget training, education and leadership in budget development and budgetary control processes.
- Provided education to departmental managers in budget variance policies and reporting.

- Assisted and provided direction in implementation of controls in statistical reporting during first fiscal year of critical access hospital status, reducing potential future exposure from CMS audits.
- Conducted an internal audit of the cash collection process within the organization and implemented procedures to obtain consistency as well as enhance controls.
- Provided leadership in education and direction of a hospital wide revenue cycle committee.

**CENTRAL NEW ENGLAND HEALTH ALLIANCE** **Leominster, MA**
**(1988-2004)**

**Corporate Controller (2003-2004)** of a $125M integrated delivery system that includes a two campus community teaching hospital with TEFRA based acute rehabilitation and psychiatric units, two nursing homes, visiting nurse association, medical equipment company, physician practice group and a campus real estate corporation. Reporting to the CFO directed all financial activities of the corporation, directed budgeting, accounting, patient accounts, accounts payable, payroll, cash management, third party reimbursement and contract negotiations for seven-affiliated companies.

- Developed financial and accounting system controls and standards and ensured timely financial and statistical reports for management and/or board use.
- Assisted the CFO in the development of the financial plan linking the organizations strategic mission to measurable financial goals. Including the preparation, monitoring and implementation of cash and capital planning budgets.
- Reduced the monthly financial closing schedule to six business days allowing for additional financial statement analysis.
- Led the Fiscal Services Division with a concentration in staff management, training, and development.

- Presented monthly financial statements to the finance committee in the absence of the CFO.
- Monitored loan and bond covenants for system debt obligations and ensured that the system's assets were effectively invested and managed.

**Director of Payment Systems (1995-2003)** Reporting to the CFO directed the revenue cycle management functions of the corporation, including patient financial services, patient registration, third party reimbursement, managed care contracting, operational and revenue budgeting, Assisted the CFO with continuous quality improvement initiatives, and cost reduction initiatives, managed the financial and operational analysis of new and existing programs.

- Increased Medicare reimbursement by $2.5M to the Health System by appropriately allocating cost with the hospital and among entities, increased DSH days by developing a system to capture managed Medicaid days and Medicaid eligible days, and filing routine cost limit exceptions for the nursing homes.
- After various IS conversions, developed task force and implemented a plan to reduce accounts receivable days. The result yielded a 10 day decline and a $2M increase in cash.
- In 1997, assisted in the development of a regulatory case to increase reimbursable cost for a 1986 nursing home construction project. This resulted in a $1.8M settlement and the restoration of positive net worth.
- Consolidated complete charge masters from two separate provider numbers into one system.
- Implemented an accounting system for tracking patient accounting denials resulting in a $500K annual reduction in denials.
- In 1999, implemented the harvest Contract Management System to help analyze manage care contracts for underpayments and contract negotiations. The ROI was realized from the first hospital PPO negotiation.
- Built and developed a complete hospital revenue model based on capitation membership and population data resulting with more accurate budgeting data during a time of major healthcare reimbursement change.
- Provided management with analysis that guided a re-allocation of patient services between two acute care campuses that reduced 90 FTE's and eliminated duplicate costs. This resulted in $8M in annual savings.
- Within the PHO, assisted in negotiating capitation rates for services provided by the health system. Implemented concept of "continuum days" to distribute risk sharing funds between the physicians and the health system resulting in better physician relations.
- Managed and coordinated numerous charge master sensitivity analysis studies resulting in increased reimbursement opportunities along with ensuring compliance with billing regulations.

**Director, Patient Accounting and Reimbursement (1990-1995)** Reporting to the CFO directed the Patient Financial Services department of the hospital, as well as, coordinating the health system's reimbursement and statistical program.

- Consolidated two hospital billing departments into one, thereby increasing efficiencies and communications.
- Installed new technology that re-engineered office work allowing for more front-end work and FTE decreases. Led the successful automation of many clerical functions in registration and patient accounting, which improved productivity, cash collections, and days of cash on hand.
- Participated in the issuance of $18 million in tax-exempt bonds through Massachusetts Health & Educational Facilities Authority and Massachusetts Determination of Need process.
- Assisted in due diligence proceedings in conjunction with the merger of the system.

**Manager, General Accounting (1988-1990)** Reporting to the Controller managed the financial statement preparation, short term cash management, year-end audit, accounts payable, payroll processing, third party contractual adjustments and liabilities.

**COOLEY DICKINSON HOSPITAL, INC.** — **Northampton, MA**
**(1984-1988)**

**Manager, Budget and Reimbursement (1986 – 1988)**
**Manager, General Accounting (1984 – 1986)**

**COMMONWEALTH OF MASSACHUSETTS** — **Palmer, MA**
**Assistant Manager, Department of Mental Health (1981-1984)**

**EDUCATION:**

Bachelor of Science in Business Administration with a major in Accounting
Western New England College, Springfield, MA

**AFFILIATIONS:**

| | |
|---|---|
| Claremont Savings Bank | Member, Board of Directors, Vice-Chair |
| HFMA | Healthcare Financial Management Association |
| | HFMA Membership Committee, Past Co-Chair, NH/VT Chapter |
| | Education Committee member, NH/VT Chapter |

Past member:

| | |
|---|---|
| West Central Behavioral Health | Board of Directors |
| United Way | NH-Sullivan County United Way Investment Committee Member |
| Claremont Chamber of Commerce | Board of Directors |

# JOSEPH M. SMITH — RESUME 11/3/17

**ACCOMPLISHMENTS**

Methods, Models and Tools workshop

Continuous Quality Improvement training

Human Rights complaint process facilitator

Management of individuals with high risk behaviors

Agency point person for state initiatives (HRST, START, RMC, COP, ITS, 1201)

SOLVE and Mandt Instructor

Development and continued growth of Clinical Services Department

Ongoing improvements to MDT, HRC, LRMC and provider QA committees

**COMPETENCIES & EXPERIENCE**

- Management and leadership strategies
- Efficient and effective written and verbal communication
- Quality assurance and quality management
- Critical thinking and problem solving
- Organized, self-directed with strong time management skills
- Training and program development
- Data analysis and compilation
- Person Centered Planning approaches
- Geriatric, psychiatric and medical knowledgebase
- Community relations and service provider integration / negotiations
- Job commitment and dependability
- Human Rights advocacy and monitoring

**PROFESSIONAL EXPERIENCE**

**PATHWAYS OF THE RIVER VALLEY / DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY**

7/2017 - present

Senior Director Family Services

10/2013 - 6/2017

Director of Clinical Services

10/2007 - 10/2013

Family Services Director

6/2002 - 10/2007

Family Services Supervisor

6/1999 - 6/2002

Family Services Coordinator

**GLENCLIFF HOME FOR THE ELDERLY**

9/1986 - 8/1998

Supervisor of Therapeutic Activities / Recreational Therapist

**HAVERHILL ACADEMY**

8/1978 - 6/1986

Language Arts Teacher / Athletic Coach

**EDUCATION** PLYMOUTH STATE COLLEGE, BS, EDUCATION, CUM LAUDE, 1978

# KIM HENNING

[redacted]

## Summary

Demonstrated success in human resource management, organizational leadership and change management. Accomplished trainer. Skilled in culture development and enhancement. Non-profit and corporate experience. Multi-site and multi-state experience.

## Professional Experience

**PathWays of the River Valley** **6/2015 to Present**
**Director of Human Resources**
Oversee Human Resources function for organization including staffing, performance management, benefits administration, payroll, employee relations, employee safety, training and manager development. Member of Senior Leadership team. Staff of three.

- Revamped compensation structure for Direct Support Providers to include incentives for growth and retention.
- Developed and implemented supervisory training program to enhance knowledge and improve skills in the areas of employment law, goal setting, employee appreciation and performance management.

**Kessler Collection, Bohemian Hotel Savannah Riverfront** **2013 to 2014**
**Director of Human Resources**
Oversaw Human Resources function including payroll, employee relations, recruitment and talent management, training, benefits and worker's compensation. Member of property Executive Team.

- Achieved highest level of employee response (94%) to annual engagement survey in the company.

**Tybee Island Management Company, Tybee Island, GA** **2013**
**Director of Human Resources**
Hired to revamp and oversee human resources function including recruitment and talent management, employee relations, policy development and performance management.

**Student Conservation Association, Inc. (SCA), Charlestown, NH**
**Vice President for Human Resources** **2001 to 2012**
**Director of Human Resources** **1999 to 2001**
Established first human resources function. Directed employee relations, talent management, compensation planning, legal compliance, policy development, training, performance management, benefits and payroll administration. Employed 185 regular staff nationally, 400+ seasonal staff and supported over 4,000 volunteers annually. Managed staff of seven. Member of Executive Team.

- Co-designed and implemented reorganization process that affected 50% of staff resulting in numerous internal promotions and limited layoffs.
- Implemented web-based payroll system that resulted in $40,000 annual savings in processing fees.

- Maintained health insurance premium increases to 13% maximum and negotiated 4+ years of 0% increases by creatively working on plan design without sacrificing quality of coverage.

## Education

Bachelor's Degree in Psychology
College of New Rochelle, magna cum laude

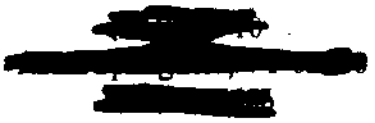
## Computer Skills

MSOffice, MSForecaster, Certified Predictive Index (PI) analyst, Salesforce, Paylocity, Paycor, ADP Payforce and Workforce Now, iCIMS, DiSC, Taleo, Facebook, LinkedIn, Instagram, Twitter,

## Professional Development

Strategic Human Resources, SHRM-sponsored Workshop, Washington, DC 2009
Leadership for Women in Human Resources, Simmons College, Boston, MA 2002

# Stephen Warner



## Professional Summary

Extensive experience at the Leadership/management level in human services with a focus on developmental disabilities, residential support, and regulation adherence.

## Highlights

- Certificate in nonprofit management from Marlboro college
- Winner of Ernest Hemmingway Leadership award
- Certified Mandt instructor
- Proficient with Microsoft office
- Experienced with NH He-M regulations and life safety code
- Strong organization skill
- Strategic thinker with a future-based mindset

## Work experience

July 2003 to August 2005 Pathways of the River Valley- Claremont, NH. *Program Coordinator*

August 2005 to July 2007 Pathways of the River Valley-Claremont, NH. *Residential Supervisor*

July 2007 to July 2017 Pathways of the River valley-Claremont, NH. *Area Director*

July 2017 to present Pathways of the River Valley-Claremont, NH. *Senior Community Services Director*

## Education

1998 Johnson State College, Johnson VT, Bachelors of art, Psychology

2010 Marlboro College, Norwich VT, Certificate in Nonprofit Management

References furnished upon request

- Participate in the Agency management team and other management activities/responsibilities as assigned (i.e. strategic planning, fiscal committee, and orientation).
- Supervise the supports provided by the NH Partners in Health Program. This includes direct supervision of the Partners in Health Family Support Coordinator, participation in statewide meetings, and attending Partners in Health Family Council Meetings as requested
- Participated in planning and achievement of goals and objectives consistent with the agency mission and philosophy.
- Ensure consistent compliance with applicable laws and regulations and ensured compliance with applicable State & Medicaid rules

Family Services Coordinator (7 years)

- Referred individuals, families/guardians to appropriate team members, community agencies and organizations to meet support needs.
- Referred individuals and families to community resources to improve well-being and quality of life.
- Facilitated ISA and other team meetings as necessary
- Monitored implementation and quality of services outlined in the ISA
- Collaborated with other area service providers

Childcare Lead Teacher/Provider (3 years)

References available upon request

Jean Warner
[redacted]

Skills:

- Quick learner
- Excellent organizational skills
- Team player and self-motivated
- Verbal and written communication skills
- Customer-focused
- Effective leader
- Efficient multi-tasker

**PathWays of the River Valley (1993-present)**

Senior Director Individualized Services (current)

- Provide leadership and oversight for areas of service delivery and planning, monitor service provision in accordance with consumer's Individual Service Agreements and regulatory requirements.
- Monitors consumer satisfaction to ensure optimal service standards are maintained and pursued.
- Ensures timely coordination of supports or services occurs, in conjunction with other consumer team members
- Participate in development of agency budget, maintain oversight of the agency direct service budget Participates in the development and implementation of agency strategic plan and other initiatives.
- Provides reports to Board of Directors regularly as scheduled or as needed.

Service Development Director (9 years)

- Oversaw Participant Directed and Managed Services department
- Coordinated addition of a Benefits Specialist position
- Assists team members regarding issues of service coordination, continuity of care, consumer concern issues, and quality of care.
- Oversee assigned agency managers, including individual supervision, facilitation of department team meetings and evaluation and review of assigned employees.

Family Support Supervisor (5 years)

- Monitor team performance, including developing performance improvement plans
- Trained, coached and mentored employees Acts as administrative liaison to the Family Support Council, carries out Council requests and monitors services and supports provided.

**Developmental Services of Sullivan County (Region 2)**

Key Personnel

| | | | | |
|---|---|---|---|---|
| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
| Mark Mills | Chief Executive Officer | $124,300 | 0% | $0 |
| Steven Monette | Chief Financial Officer | $115,000 | 0% | $0 |
| Joseph Smith | Sr. Dir. Of Family Services | $ 75,000 | 0% | $0 |
| Kim Henning | Director of Human Resources | $ 75,000 | 0% | $0 |
| Steven Warner | Sr. Dir. Community Services | $ 70,000 | 0% | $0 |
| Jean Warner | Sr. Dir. Consumer Direct Serv. | $ 70,000 | 0% | $0 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-03)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Lakes Region Community Services Council | | 1.4 Contractor Address<br>719 North Main Street<br>Laconia NH 03246 | |
| 1.5 Contractor Phone Number<br>603-581-1505 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$8,830,208 |
| 1.9 Contracting Officer for State Agency<br>Nathan White<br>Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature<br>Rebecca L Bryant | | 1.12 Name and Title of Contractor Signatory<br>REBECCA L BRYANT, CEO | |

1.13 Acknowledgement: State of NH, County of Belknap

On May 7, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

Shelley A. Kelleher

[Seal]

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

SHELLEY A. KELLEHER, Notary Public
State of New Hampshire
My Commission Expires July 19, 2022

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division of LTSS |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | Director, On: |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | On: 5/24/2019 |
| 1.18 Approval by the Governor and Executive Council *(if applicable)*<br>By: | On: |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials RB
Date 9/11/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials RB
Date 5/7/19

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials RB
Date 5/7/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. Fiscal Year is a period beginning July 1 and ending June 30.

1.10. Days in this Agreement shall mean calendar days.

1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for

each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1.into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 Days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6.

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.14. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.15. **Maintenance of Fiscal Integrity**

2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.15.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.15.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall

provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.15.9. Contractors Request for Extension of Financial Filing Deadlines.

2.15.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.15.9.1.1. Requests shall be made in writing;

2.15.9.1.2. Requests shall be sent to the director or designee;

2.15.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.15.9.1.4. Requests shall include the following:

2.15.9.1.4.1. Contact information;

2.15.9.1.4.2. Reason for requesting the extension; and

2.15.9.1.4.3. New requested deadline.

2.15.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers.

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 3 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules

He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 255 | 260 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 538 | 0 | 403 | 135 | 146575 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 11 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 520 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

## 14. Designated Receiving Facility

14.1. The contractor shall provide support to the Designated Receiving Facility as follows:

14.1.1. Provide Nursing Services as outlined in He-M 1201.

14.1.2. Transportation, as requested.

14.1.3. Business Office and case management support for the establishment and collection of Room and Board and other benefits. Case Management is routinely provided by the agency for which the individual is affiliated with.

# Exhibit A-2 Lakes Region Community Services

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 42 | 54,993 |
| **Community Participation Services** | | | |
| | Day | 132 | 584,805 |
| | SEP | 11 | 20,609 |
| **In Home Support Services** | | | |
| | In Home Supports | 26 | 312 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 41 | 166,405 |
| | Residential | 43 | 15,436 |
| **Residential Services** | | | |
| | Residential | 86 | 31,364 |
| **Acquired Brain Disorders** | | | |
| | Day | 8 | 32,633 |
| | Residential | 20 | 7,178 |
| | Consolidated Services | 3 | 36 |
| **Managed Services** | | | |
| | Consolidated Services | 84 | 1,344 |

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

3. **Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $108,268.

4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment



Contractor Initials: RB
Date: 5/1/19

to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $1500.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and

Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In

any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/7/19
Date

Name:
Title:

Rebecca L. Bryant
President & CEO
LRCS

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/7/19
Date

Name:
Title: President & CEO

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/7/19
Date

Name:
Title:

Rebecca L. Bryant
President & CEO
LPCS

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/7/19
Date

Name:
Title:

Rebecca L. Parent
President & CEO
LICC

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/7/19
Date

Name:
Title:

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.



Contractor Initials QB

Date 5/7/19

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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

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.

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 | Lakes Region Community Services Council |
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | President & CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/7/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/7/19
Date

Name:
Title:

## FORM A

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

1. The DUNS number for your entity is: 122778277

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?

   ✓ 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

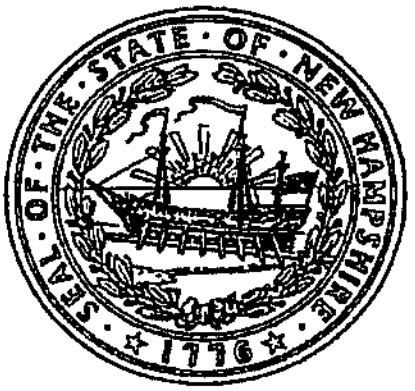
DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. 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: 64109
Certificate Number: 0004493370




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2019.

William M. Gardner
Secretary of State

LAKES REGION
COMMUNITY
SERVICES
*Engage. Empower. Inspire.*

**CERTIFICATE OF VOTE**
**Without Seal**

I, Lynn Hilbrunner, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of **Lakes Region Community Services Council**.

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 15, 2019:

   RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Developmental Services, for the provision of Developmental and Acquired Brain Disorder Services;

   RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of Lakes Region Community Services Council 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 7, 2019.

4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.

Signature of Clerk of the Corporation

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 7th day of May, 2019, by Lynn Hilbrunner.

Name of Clerk of the Corporation

Notary Seal

Signature of Notary Public or Justice of the Peace

Name Printed: Judith A. Maguire

Title: Notary Public

My Commission Expires: 10-1-2019

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2019

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

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

| PRODUCER | CONTACT NAME: Jill Martineau, CIC | |
|---|---|---|
| Melcher & Prescott Insurance<br>426 Main Street<br>Laconia NH 03246 | PHONE (A/C, No, Ext): (603) 524-4535 | FAX (A/C, No): |
| | E-MAIL ADDRESS: jmartineau@melcher-prescott.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Mass Bay Insurance Company | 22306 |
| INSURER B: | Citizen Insurance Company | 31534 |
| INSURER C: | Granite State Work Comp Manuf | |
| INSURER D: | Hanover Insurance Company | |
| INSURER E: | | |
| INSURER F: | | |

INSURED: Lakes Region Community Services Council, P O Box 509, Laconia NH 03246

**COVERAGES** **CERTIFICATE NUMBER:** CL18121200698 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | | | ZDV8974270 | 12/01/2018 | 12/01/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | Professional Liabili | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | ABV8928387 | 12/01/2018 | 12/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Medical payments | $ 5,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | UHV8929075 | 12/01/2018 | 12/01/2019 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC0120181000836 | 01/01/2019 | 01/01/2020 | [ ] PER STATUTE [ ] 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 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

State of New Hampshire
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

Jill M. Martineau

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

LAKES REGION
COMMUNITY
SERVICES

*Engage. Empower. Inspire.*

## Mission Statement

*Dedicated to serving the community by promoting Independence, dignity and opportunity.*

## Value Statements

*As individuals and as a community agency, we:*

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow and change over time.

*Financial Statements*

# LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**FOR THE YEARS ENDED**
**JUNE 30, 2018 AND 2017**
**AND**
**INDEPENDENT AUDITORS' REPORT**

# LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

## TABLE OF CONTENTS


| | Page(s) |
|---|---|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statements of Financial Position | 3 |
| Statement of Activities | 4 |
| Statements of Cash Flows | 5 |
| Statement of Functional Expenses | 6 - 8 |
| Notes to Financial Statements | 9 - 16 |
| Supplementary Information: | |
| Schedule of Functional Revenues | 17 - 19 |

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

## INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2018.

**Management's Responsibility for the Financial Statements**
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

**Auditors' Responsibility**
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2018 and 2017, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**
We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 12, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
October 12, 2018

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

## ASSETS

| | 2018 | 2017 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash and cash equivalents | $ 4,830,595 | $ 4,476,109 |
| Certificates of deposits | - | 251,277 |
| Accounts receivable: | | |
| Medicaid | 580,310 | 628,782 |
| Other, net of allowance for doubtful accounts of $50,000 at June 30, 2018 and 2017 | 168,049 | 199,615 |
| Prepaid expenses | 27,068 | 63,990 |
| Total current assets | 5,606,022 | 5,619,773 |
| **PROPERTY, PLANT AND EQUIPMENT, NET** | 3,649,931 | 3,716,911 |
| **OTHER ASSETS** | | |
| Deposits | 37,779 | 37,779 |
| Total assets | $ 9,293,732 | $ 9,374,463 |

## LIABILITIES AND NET ASSETS

| | | |
|---|---|---|
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ 772,947 | $ 840,877 |
| Accrued salaries, wages, and related expenses | 614,648 | 421,686 |
| Accrued earned time | 302,089 | 304,442 |
| Refundable advances | 61,647 | 90,755 |
| Other accrued expenses | 126,213 | 131,492 |
| Total current liabilities | 1,877,544 | 1,789,252 |
| **LONG TERM LIABILITIES** | | |
| Due to affiliates, net | 50,359 | 226,729 |
| Total liabilities | 1,927,903 | 2,015,981 |
| **NET ASSETS** | | |
| Unrestricted | 6,013,888 | 5,956,378 |
| Temporarily restricted | 1,351,941 | 1,402,104 |
| Total net assets | 7,365,829 | 7,358,482 |
| Total liabilities and net assets | $ 9,293,732 | $ 9,374,463 |

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Unrestricted | Temporarily Restricted | 2018 | 2017 |
|---|---|---|---|---|
| **CHANGES IN NET ASSETS** | | | | |
| **Revenues** | | | | |
| Program fees | $ 1,390,224 | $ - | $ 1,390,224 | $ 1,443,971 |
| Medicaid | 20,737,838 | - | 20,737,838 | 20,595,182 |
| Client resources | 81,244 | - | 81,244 | 82,810 |
| Other third party payers | 35,478 | - | 35,478 | 67,776 |
| Public support | 382,754 | - | 382,754 | 306,229 |
| Private foundations | 65,500 | - | 65,500 | 73,814 |
| Production/service income | 231,390 | - | 231,390 | 247,621 |
| Investment | 8,763 | - | 8,763 | 3,268 |
| State of New Hampshire - DDS | 1,373,522 | - | 1,373,522 | 1,215,688 |
| Management fees | 18,412 | - | 18,412 | 18,537 |
| Other | 421,164 | - | 421,164 | 527,746 |
| **Total revenues** | 24,746,289 | - | 24,746,289 | 24,582,642 |
| **Expenses** | | | | |
| **Program services** | | | | |
| Service coordination | 1,130,386 | - | 1,130,386 | 1,213,529 |
| Day programs | 3,927,925 | - | 3,927,925 | 4,430,934 |
| Early intervention | 660,425 | - | 660,425 | 637,233 |
| Enhanced family care | 3,302,910 | - | 3,302,910 | 3,513,957 |
| Community options | 183,127 | - | 183,127 | 239,746 |
| Community residences | 8,097,051 | - | 8,097,051 | 7,283,139 |
| Transportation | 126,967 | - | 126,967 | 58,604 |
| Family support | 3,743,831 | - | 3,743,831 | 3,511,677 |
| Other DDS | 46,283 | - | 46,283 | 42,747 |
| Other programs | 1,068,319 | - | 1,068,319 | 1,038,518 |
| **Supporting activities** | | | | |
| General management | 2,249,930 | 50,163 | 2,300,093 | 1,969,720 |
| Fundraising | 151,625 | - | 151,625 | 149,573 |
| **Total expenses** | 24,688,779 | 50,163 | 24,738,942 | 24,089,377 |
| **CHANGE IN NET ASSETS** | 57,510 | (50,163) | 7,347 | 493,265 |
| **NET ASSETS, BEGINNING OF YEAR** | 5,956,378 | 1,402,104 | 7,358,482 | 6,865,217 |
| **NET ASSETS, END OF YEAR** | $ 6,013,888 | $ 1,351,941 | $ 7,365,829 | $ 7,358,482 |

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Change in net assets | $ 7,347 | $ 493,265 |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 236,345 | 245,253 |
| (Increase) decrease in assets: | | |
| Certificates of deposits | 251,277 | 249,156 |
| Accounts receivable | 80,038 | 801,407 |
| Prepaid expenses | 36,922 | 11,007 |
| Deposits | - | 2,100 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | (67,930) | (291,854) |
| Accrued salaries, wages, and related expenses | 192,962 | (119,684) |
| Accrued earned time | (2,353) | (10,359) |
| Refundable advances | (29,108) | 33,014 |
| Contingent liability, health insurance costs | - | (200,000) |
| Other accrued expenses | (5,279) | (53,749) |
| **NET CASH PROVIDED BY OPERATING ACTIVITIES** | 700,221 | 1,159,556 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Additions to property, plant and equipment | (169,365) | (125,799) |
| **NET CASH USED IN INVESTING ACTIVITIES** | (169,365) | (125,799) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Decrease in due to affiliates | (176,370) | (99,568) |
| **NET CASH USED IN FINANCING ACTIVITIES** | (176,370) | (99,568) |
| **NET INCREASE IN CASH AND CASH EQUIVALENTS** | 354,486 | 934,189 |
| **CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** | 4,476,109 | 3,541,920 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | $ 4,830,595 | $ 4,476,109 |

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Service Coordination | Day Programs | Early Intervention | Enhanced Family Care | Community Options |
|---|---|---|---|---|---|
| **PERSONNEL COSTS** | | | | | |
| Salaries and wages | $ 665,194 | $ 2,360,480 | $ 373,935 | $ 202,504 | $ 114,938 |
| Employee benefits | 182,300 | 645,673 | 103,156 | 55,667 | 31,384 |
| Payroll taxes | 49,100 | 179,271 | 26,865 | 14,204 | 7,851 |
| **PROFESSIONAL FEES AND CONSULTATIONS** | | | | | |
| Clerical contracted staff | - | - | - | - | - |
| Client treatment & therapies | 124,178 | - | - | 2,954,675 | - |
| Accounting/auditing | - | - | - | - | - |
| Legal | 4,055 | - | - | - | - |
| Subcontract services | 1,002 | - | 98,616 | - | - |
| Other professional fees | 27,217 | 28 | 72 | - | - |
| **STAFF DEVELOPMENT AND TRAINING** | | | | | |
| Journals and publications | - | - | - | - | - |
| Conference/conventions | 56 | - | 857 | - | - |
| Other staff development | 793 | 506 | 180 | - | - |
| **OCCUPANCY COSTS** | | | | | |
| Rent | - | 81,548 | - | - | - |
| Mortgage payments | - | - | - | - | - |
| Utilities | - | 11,508 | - | 128 | - |
| Repairs and maintenance | 55 | 2,227 | - | 4,625 | - |
| Other occupancy costs | 41,040 | 32,003 | 31,022 | 13,703 | 2,776 |
| **CONSUMABLE SUPPLIES** | | | | | |
| Office supplies and equipment under $2,500 | 3,436 | 9,927 | 5,522 | 6 | - |
| Building/household | - | 1,310 | - | - | - |
| Client | 885 | 5,236 | 105 | 19,021 | - |
| Medical supplies | - | 69 | - | 1,003 | - |
| **ASSISTANCE TO INDIVIDUALS** | 2,091 | - | 24 | - | - |
| **PRODUCT SALES** | - | 25,729 | - | - | - |
| **EQUIPMENT RENTAL** | 2,194 | 2,962 | - | 439 | - |
| **EQUIPMENT MAINTENANCE** | 1,207 | 2,611 | - | 1,557 | - |
| **DEPRECIATION** | - | 11,020 | - | - | - |
| **ADVERTISING** | - | 181 | - | 570 | - |
| **PRINTING** | 508 | - | - | 2,425 | - |
| **TELEPHONE** | 31 | 8,535 | - | - | - |
| **POSTAGE** | - | 10 | - | - | - |
| **TRANSPORTATION** | 13,285 | 413,243 | 18,129 | 30,358 | 25,912 |
| **INSURANCE** | - | - | - | - | - |
| **MEMBERSHIP DUES** | 8,788 | 451 | - | - | - |
| **CLIENT PAYMENTS** | 34 | 123,616 | 1,022 | 174 | - |
| **INTEREST** | - | - | - | - | - |
| **OTHER** | 2,937 | 9,781 | 920 | 1,851 | 266 |
| **TOTAL FUNCTIONAL EXPENSES** | $ 1,130,386 | $ 3,927,925 | $ 660,425 | $ 3,302,910 | $ 183,127 |

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Community Residences | Transportation | Family Support | Other DDS | General Management |
|---|---|---|---|---|---|
| **PERSONNEL COSTS** | | | | | |
| Salaries and wages | $ 3,694,648 | $ 19,671 | $ 1,191,783 | $ - | $ 1,054,238 |
| Employee benefits | 1,005,647 | 5,369 | 320,146 | - | 237,167 |
| Payroll taxes | 269,066 | 1,427 | 93,620 | - | 77,304 |
| **PROFESSIONAL FEES AND CONSULTATIONS** | | | | | |
| Clerical contracted staff | - | - | - | - | - |
| Client treatment & therapies | 128,286 | - | 1,458,407 | - | - |
| Accounting/auditing | - | - | - | - | 107,119 |
| Legal | - | - | - | - | 2,728 |
| Subcontract services | 2,231,303 | - | 350,437 | - | 135 |
| Other professional fees | - | - | 6,433 | 38,756 | 203,686 |
| **STAFF DEVELOPMENT AND TRAINING** | | | | | |
| Journals and publications | - | - | - | - | 972 |
| Conference/conventions | - | - | 3,128 | 2,668 | 7,900 |
| Other staff development | - | - | 53 | - | 25,705 |
| **OCCUPANCY COSTS** | | | | | |
| Rent | 210,710 | - | 310 | - | - |
| Mortgage payments | 8,805 | - | - | - | - |
| Utilities | 106,920 | - | - | - | 51,945 |
| Repairs and maintenance | 27,301 | - | - | - | 96,356 |
| Other occupancy costs | 55,910 | - | 11,217 | - | (169,491) |
| **CONSUMABLE SUPPLIES** | | | | | |
| Office supplies and equipment under $2,500 | 15,888 | 70 | - | - | 39,815 |
| Building/household | 23,881 | - | 10 | - | 1,628 |
| Client | 125,258 | - | 5,491 | 25 | 7,065 |
| Medical supplies | 4,804 | - | 3,254 | 2,080 | - |
| **ASSISTANCE TO INDIVIDUALS** | 100 | - | 28,937 | - | - |
| **PRODUCT SALES** | - | - | - | - | - |
| **EQUIPMENT RENTAL** | 219 | - | 549 | - | 17,160 |
| **EQUIPMENT MAINTENANCE** | 5,866 | 3,700 | - | - | 40,116 |
| **DEPRECIATION** | 30,589 | 11,426 | - | - | 183,310 |
| **ADVERTISING** | - | - | 3,554 | - | 28,510 |
| **PRINTING** | - | - | - | - | 3,911 |
| **TELEPHONE** | 5,821 | - | - | - | 92,876 |
| **POSTAGE** | - | - | - | - | 17,825 |
| **TRANSPORTATION** | 145,628 | 85,304 | 186,097 | 2,565 | 182 |
| **INSURANCE** | - | - | - | - | 86,532 |
| **MEMBERSHIP DUES** | - | - | 78,954 | - | 49,353 |
| **CLIENT PAYMENTS** | 39 | - | 274 | - | 9,964 |
| **INTEREST** | - | - | - | - | - |
| **OTHER** | 362 | - | 1,177 | 189 | 26,082 |
| **TOTAL FUNCTIONAL EXPENSES** | $ 8,097,051 | $ 126,967 | $ 3,743,831 | $ 46,283 | $ 2,300,093 |

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Fundraising | Total DDS Funded | Total Non-DDS Funded | 2018 Totals | 2017 Totals |
|---|---|---|---|---|---|
| **PERSONNEL COSTS** | | | | | |
| Salaries and wages | $ 88,050 | $ 9,765,441 | $ 674,544 | $ 10,439,985 | $ 10,021,042 |
| Employee benefits | 24,637 | 2,611,146 | 186,385 | 2,797,531 | 2,757,432 |
| Payroll taxes | 6,399 | 725,107 | 53,151 | 778,258 | 745,874 |
| **PROFESSIONAL FEES AND CONSULTATIONS** | | | | | |
| Clerical contracted staff | - | - | - | - | 5,699 |
| Client treatment & therapies | - | 4,665,546 | (11,749) | 4,653,797 | 4,812,549 |
| Accounting/auditing | - | 107,119 | - | 107,119 | 127,486 |
| Legal | - | 6,783 | - | 6,783 | 10,064 |
| Subcontract services | - | 2,681,493 | 32,000 | 2,713,493 | 2,282,214 |
| Other professional fees | 395 | 276,587 | - | 276,587 | 306,130 |
| **STAFF DEVELOPMENT AND TRAINING** | | | | | |
| Journals and publications | - | 972 | - | 972 | 71 |
| Conference/conventions | 5,040 | 19,649 | 7,017 | 26,666 | 14,749 |
| Other staff development | - | 27,237 | 3,600 | 30,837 | 117,303 |
| **OCCUPANCY COSTS** | | | | | |
| Rent | - | 292,568 | - | 292,568 | 264,669 |
| Mortgage payments | - | 8,805 | - | 8,805 | 8,857 |
| Utilities | - | 170,501 | 134 | 170,635 | 156,023 |
| Repairs and maintenance | - | 130,564 | 92 | 130,656 | 130,679 |
| Other occupancy costs | - | 18,180 | 63,802 | 81,982 | 61,421 |
| **CONSUMABLE SUPPLIES** | | | | | |
| Office supplies and equipment under $2,500 | 50 | 74,714 | 2,083 | 76,797 | 71,097 |
| Building/household | 40 | 26,869 | 108 | 26,977 | 20,626 |
| Client | 574 | 163,660 | 9,805 | 173,465 | 181,069 |
| Medical supplies | - | 11,210 | 177 | 11,387 | 9,305 |
| **ASSISTANCE TO INDIVIDUALS** | 30 | 31,182 | 6,614 | 37,796 | 35,758 |
| **PRODUCT SALES** | - | 25,729 | - | 25,729 | 36,756 |
| **EQUIPMENT RENTAL** | 219 | 23,742 | 1,537 | 25,279 | 32,159 |
| **EQUIPMENT MAINTENANCE** | - | 55,057 | - | 55,057 | 33,378 |
| **DEPRECIATION** | - | 236,345 | - | 236,345 | 245,253 |
| **ADVERTISING** | 1,139 | 33,954 | - | 33,954 | 30,125 |
| **PRINTING** | 5,839 | 12,683 | - | 12,683 | 8,761 |
| **TELEPHONE** | - | 107,263 | - | 107,263 | 94,523 |
| **POSTAGE** | 497 | 18,332 | 27 | 18,359 | 17,230 |
| **TRANSPORTATION** | - | 920,703 | 31,688 | 952,391 | 924,054 |
| **INSURANCE** | - | 86,532 | - | 86,532 | 87,579 |
| **MEMBERSHIP DUES** | 3,821 | 141,367 | 450 | 141,817 | 119,619 |
| **CLIENT PAYMENTS** | - | 135,123 | 1,150 | 136,273 | 162,771 |
| **OTHER** | 14,895 | 58,460 | 5,704 | 64,164 | 157,052 |
| **TOTAL FUNCTIONAL EXPENSES** | $ 151,625 | $ 23,670,623 | $ 1,068,319 | $ 24,738,942 | $ 24,089,377 |

See Notes to Financial Statements

## NOTES TO FINANCIAL STATEMENTS
## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

### 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2018 and 2017, the Council had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

**Certificates of Deposits**

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. 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 accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

**Property, Plant and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

| | |
|---|---|
| Buildings and improvements | 5 - 40 Years |
| Furniture, fixtures and equipment | 3 - 10 Years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**Fair Value of Financial Instruments**

The Council's financial instruments consist of cash, certificates of deposits, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

**Refundable Advances**
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

**Summarized Financial Information**
The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

**Accrued Earned Time**
The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

**Income Taxes**
The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

**Advertising**
The Council expenses advertising costs as incurred.

**Functional Allocation of Expenses**
The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

**Accounting Estimates**
The preparation of financial statements in conformity with generally accepted accounting principles 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## 2. PROPERTY AND EQUIPMENT

As of June 30, 2018 and 2017, property and equipment consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Buildings and improvements | $ 3,936,642 | $ 3,920,342 |
| Leasehold improvements | 393,215 | 327,817 |
| Furniture, fixtures and equipment | 741,192 | 700,482 |
| Vehicles | 173,352 | 117,452 |
| Land | 152,200 | 152,200 |
| Construction in progress | 2,643 | 11,585 |
| Total | 5,399,244 | 5,229,878 |
| Less accumulated depreciation | 1,749,313 | 1,512,967 |
| Property and equipment, net | $ 3,649,931 | $ 3,716,911 |

Depreciation expense for the years ended June 30, 2018 and 2017 amounted to $236,345 and $245,253, respectively.

## 3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to $3,000,000 and is renewable annually. Effective February 2, 2018 the Council renewed the revolving line of credit through December 31, 2018, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 8). At June 30, 2018 and 2017, the interest was stated at the bank's prime rate of 5.00% and 4.25%, respectively. There was no amount outstanding on this line of credit at June 30, 2018 and 2017.

## 4. RESTRICTIONS ON NET ASSETS

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2018 and 2017 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

## 5. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2018 and 2017, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2018 and 2017 was $59,488 and $53,148, respectively.

## 6. CONCENTRATION OF RISK

For the years ended June 30, 2018 and 2017, approximately 84% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 78% and 76% of the total accounts receivable balances at June 30, 2018 and 2017, respectively.

## 7. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated $317,847 and $296,828 for the years ended June 30, 2018 and 2017, respectively.

The future minimum lease payments on the above leases are as follows:

| Year Ending June 30 | Amount |
|---|---|
| 2019 | $ 111,466 |
| 2020 | 40,116 |
| 2021 | 17,616 |
| 2022 | 11,862 |
| Total | $ 181,060 |

Refer to Note 8 for information regarding a lease agreement with a related party.

## 8. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

| Related Party | Function |
|---|---|
| Genera Corporation | Manages and leases property |
| Greater Laconia Transit Agency | Provided transportation services |
| Lakes Region Community Services Foundation | Solicit, receive, and administer fundraising efforts for the benefit of the Council and others |

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

| Received From: | 2018 | 2017 | Purpose |
|---|---|---|---|
| Genera Corporation | $ 14,400 | $ 14,400 | Management, Accounting and Financial Services |
| Genera Corporation | $ 14,988 | $ 14,988 | Insurance Reimbursement |
| **Paid To:** | **2018** | **2017** | |
| Genera Corporation | $ 109,800 | $ 109,800 | Rental of Homes |
| Lakes Region Community Services Foundation | $ - | $ 50,000 | Contribution |
| **Due (To)/From:** | **2018** | **2017** | |
| Genera Corporation | $ (29,573) | $ (61,643) | |
| Greater Laconia Transit Agency | (20,786) | (15,086) | |
| Lakes Region Community Services Foundation | - | (150,000) | |
| | $ (50,359) | $ (226,729) | |

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

**Demand Note Payable**
The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

**Rent**
The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are $109,800, annually.

**Insurance Reimbursement**
Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

**Prepaid Expenses Related to Affiliated Organization**
The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2018 and 2017.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was $25,420 and $18,246 for the years ended June 30, 2018 and 2017, respectively.

## 9. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

## 10. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2018 and 2017, client funds held by the Council aggregated $267,286 and $221,183, respectively.

## 11. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at June 30, 2018 and 2017. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated $839,173 and $280,370, respectively.

## 12. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of $250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

## 13. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

## 14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2018, the date the June 30, 2018 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Service Coordination | Day Programs | Early Intervention | Enhanced Family Care | Community Options |
|---|---|---|---|---|---|
| Program fees | $ 2,093 | $ 1,960 | $ 20,361 | $ 832,606 | $ - |
| Medicaid | 887,976 | 3,592,752 | 750,688 | 3,635,792 | 268,890 |
| Client resources | - | 6,648 | - | 20,183 | 6,178 |
| Other third party payers | 7,500 | 27,978 | - | - | - |
| Public support | - | - | 21,930 | - | - |
| Private foundations | - | - | - | - | - |
| Production/service income | 1,117 | 230,273 | - | - | - |
| Investment | - | - | - | - | - |
| State of New Hampshire - DDS | - | - | 96,196 | - | - |
| Management fees | - | - | - | - | - |
| Other | 1,649 | 4,508 | 239 | 1,000 | - |
| TOTAL FUNCTIONAL REVENUES | $ 900,335 | $ 3,864,119 | $ 889,414 | $ 4,489,581 | $ 275,068 |

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Community Residences | Transportation | Family Support | Other DDS | General Management |
|---|---|---|---|---|---|
| Program fees | $ 339,069 | $ - | $ 135 | $ 59,578 | $ 69,905 |
| Medicaid | 6,917,216 | - | 4,516,237 | - | - |
| Client resources | 32,120 | - | 16,115 | - | - |
| Other third party payers | - | - | - | - | - |
| Public support | - | - | - | - | - |
| Private foundations | - | - | - | - | - |
| Production/service income | - | - | - | - | - |
| Investment | - | - | - | - | 8,763 |
| State of New Hampshire - DDS | - | - | - | - | 1,277,326 |
| Management fees | - | - | - | - | 14,400 |
| Other | 23,418 | - | 401 | 810 | 31,362 |
| TOTAL FUNCTIONAL REVENUES | $ 7,311,823 | $ - | $ 4,532,888 | $ 60,388 | $ 1,401,756 |

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Fundraising | Total DDS Funded | Total Non-DDS Funded | 2018 Totals | 2017 Totals |
|---|---|---|---|---|---|
| Program fees | $ - | $ 1,325,707 | $ 64,517 | $ 1,390,224 | $ 1,443,971 |
| Medicaid | - | 20,569,551 | 168,287 | 20,737,838 | 20,595,182 |
| Client resources | - | 81,244 | - | 81,244 | 82,810 |
| Other third party payers | - | 35,478 | - | 35,478 | 67,776 |
| Public support | 55,668 | 77,598 | 305,156 | 382,754 | 306,229 |
| Private foundations | - | - | 65,500 | 65,500 | 73,814 |
| Production/service income | - | 231,390 | - | 231,390 | 247,621 |
| Investment | - | 8,763 | - | 8,763 | 3,268 |
| State of New Hampshire - DDS | - | 1,373,522 | - | 1,373,522 | 1,215,688 |
| Management fees | - | 14,400 | 4,012 | 18,412 | 18,537 |
| Other | (36,703) | 26,684 | 394,480 | 421,164 | 527,746 |
| TOTAL FUNCTIONAL REVENUES | $ 18,965 | $ 23,744,337 | $ 1,001,952 | $ 24,746,289 | $ 24,582,642 |

# Lakes Region Community Services
# Board of Directors 2018 - 2019

√*Gary Lemay, President
[redacted]

√ Margaret Selig, Vice President
[redacted]

√ *Lynn Hilbrunner, Secretary
[redacted]

√*Carrie Chase, Treasurer
[redacted]

√*R. Stuart Wallace, Past Board President
[redacted]

√Randy Perkins, Member-at-Large
[redacted]

Richard Crocker
[redacted]

Garrett Lavallee
[redacted]

Catherine Walker
[redacted]

*Thomas Costigan Jr.
[redacted]

*Jeanin Onos
[redacted]

Rosa Michaud
[redacted]

Sarah Rubury
[redacted]

*Kurt Christensen
[redacted]

<u>DIRECTORS EMERITI</u>

Matthew Canfield, *Director Emeritus*
[redacted]

√ Denotes Executive Committee Member
* Denotes a Board Member Consumer
(6/20/18 Rev. 8/15/18; 11/13/18)

# *Rebecca L. Bryant*

## EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

Management Award

NH Small Business Institute Project of the Year

Business Manager, Equinox, Keene State Student Newspaper

## EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

***President & CEO*** October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a $30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

***Director of Finance*** April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of $30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the $2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

***Controller*** August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

***Hyperion Administrator*** July 2000-August 2000

***Assistant Hyperion Administrator*** January 1999-July 2000

***Assistant Treasury Manager*** October 1997-January 1999

As ***Hyperion Administrator***, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As ***Assistant Treasury Manager*** managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

## SKILLS, CERTIFICATIONS

Justice of the Peace, State of New Hampshire
Notary Public, State of New Hampshire
Leadership Lakes Region Class of 2008
Proficiency in all Microsoft Office Applications
Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion Paylocity, ADP and Harper's Payroll Systems
Business Process Kaizen
LEAN

## BOARD SERVICE

Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
Board Member, Genera Corporation, 2016 – Current
Corporator, Franklin Savings Bank

## COMMUNITY SERVICE

Middle Level Steering Committee, Moultonborough School District 2017 – Current
Superintendent Search Committee, Moultonborough School District, 2016 - 2017
Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
Den leader, Cub Scout Pack 369 2005 – 2015
Advancements Chair, Cub Scout Pack 369 2005 – 2009
Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
Youth Basketball Coach 2013 – 2014
Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010



# *Rebecca L. Bryant*

***~References Available Upon Request~***

# Shelley Kelleher

Skills — Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

**Lakes Region Community Services** — **Laconia, NH**

2017-Present — **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of $27M and 500 employees.

2012-2016 — **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of $26M.

- Ensure 500 employees are paid accurately
-Manage State and Federal contract funding ensuring compliance.
-Review internal control procedures writing new and updating controls.
-Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
-Prepare monthly financial statements for all businesses with over 300 cost centers.
-403B Committee member.

2007-2011 — **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

-Prepare, review, and distribute monthly operating statements.
-Maintain chart of accounts.
-Perform monthly balance sheet reconciliations.
-Organize data collection and prepare audit schedules for external audit.
-Assist in preparation of the annual budget.

**Arrow Enterprise Storage Solutions/AECS** — **Englewood, CO**

2001-2006 — **Finance Manager**-Manage controls and accuracy of financial data for $300M division.

-Budget and forecast P&L and ROWC.
-Participate in quarterly business reviews, sales and budget reviews to Senior Management.
-Compile monthly reports for 4 divisions (revenue of $1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
-Analyze and manage data through Access database and Visual Basic.
-Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

**MOCA, Inc. An Arrow Company** — **Marlborough, MA**

2000-2001 — **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

-Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
-Audit incentive bonus statistics.
-Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
-Supervise financial analyst in CA office.

1996-2000 — **Merisel, Incorporated** — **Marlborough, MA**

**NAM Reporting and Financial Analysis Manager**-Manage subsidiary reporting and analysis.

-Design and analyze NAM AR Reports for CFO and VP of Financial Services.
-Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
-Prepare and analyze $12 million US and C$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
-Analyze customer credit worthiness and make credit line recommendations for accounts over $1 million.
-Coordinate facility move to a new location.
-Developed process to reduce Dun & Bradstreet expenses by $130,000 annually resulting in a 70% cost reduction.
-Supervise reporting analyst and admin staff.

1987 to 1996 **State Street Bank & Trust Company** **Quincy, MA**

**Client Service Manager**-Administer the accounting for several large corporate Domestic and International pension and 401k clients with $4 to $6 billion in assets.

-Manage a staff of 10.
-Responsible for establishing and maintaining client relationships.
-Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

**Auditor**-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

-Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

---

Education

| | |
|---|---|
| Master of Studies in Law<br>Wake Forest University Law School<br>Winston Salem, NC | December 2019 anticipated graduation<br>Business Law and Compliance |
| Master of Business Administration<br>Bentley University, Waltham, MA<br>Concentration: Finance | May 1993<br>Graduate School of Business |
| BA in Economics and Political Science<br>University of Massachusetts, Boston, MA | July 1987<br>School of Arts and Sciences |

Shannon M. Kelly
[redacted]

EDUCATION:

**Wheelock College**, Boston, MA
Bachelors of Social Work, 1985

EXPERIENCE:

***Lakes Region Community Services, Laconia, NH***

EXECUTIVE VICE PRESIDENT (2/17 to present)
Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)
Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)
Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

DIRECTOR OF HOME ASSIST (3/10 to 7/12)
Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)
Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

***New England Salem Children's Trust, Rumney, NH***

DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)
Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

***Lakes Region Community Services, Laconia, NH***

DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

***Center for Humanistic Change, North Adams, MA***

CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)

VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

TRAINING:

• Family Support • Supporting & Strengthening Families • Dual Diagnoses •Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings •Personnel Law•Interpersonal Communication•

REFERENCES: Available upon request.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Vendor Name:** Lakes Region Community Services Council

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

| BUDGET PERIOD: FY20-21 (7/1/19 - 6/30/21) | | | |
|---|---|---|---|
| **Name & Title Key Administrative Personnel** | **Annual Salary of Key Administrative Personnel** | **Percentage of Salary Paid by Contract** | **Total Salary Amount Paid by Contract** |
| Rebecca Bryant, President & CEO | $135,000 | 75.00% | **$101,250.00** |
| Shelley Kelleher, Vice President & CFO | $95,000 | 75.00% | **$71,250.00** |
| Shannon Kelly, Executive Vice President | $95,000 | 75.00% | **$71,250.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| | $0 | 0.00% | **$0.00** |
| **TOTAL SALARIES** (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | **$243,750.00** |

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

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-05)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Monadnock Developmental Services, Inc. | | 1.4 Contractor Address<br>121 Railroad Street<br>Keene NH 03431 | |
| 1.5 Contractor Phone Number<br>603-352-1304 ext 262 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$7,502,363 |
| 1.9 Contracting Officer for State Agency<br>Nathan White<br>Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature<br>James J Schofield | | 1.12 Name and Title of Contractor Signatory<br>James J. Schofield<br>Board President | |

1.13 Acknowledgement: State of , County of

On May 8, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Jill Ouellette

[Seal]

JILL M. OUELLETTE
Notary Public - New Hampshire
My Commission Expires October 25, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Jill Ouellette Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Schmitz, Director, Division LTSS |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | Director, On: |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | On: 5/24/19 |
| 1.18 Approval by the Governor and Executive Council *(if applicable)*<br>By: | On: |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials _____
Date 5/8/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials _____
Date 5/8/19

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials _____
Date 5/8/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and

Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall

be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.

c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30)

calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 5 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules

He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 380 | 385 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 357 | 0 | 150 | 207 | 56,253 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 19 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 699 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 18 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 Monadnock Developmental Services

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 48 | 100,959 |
| **Community Participation Services** | | | |
| | Day | 65 | 274,144 |
| | SEP | 61 | 177,477 |
| **In Home Support Services** | | | |
| | In Home Supports | 29 | 335 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 132 | 562,485 |
| | Residential | 128 | 38,499 |
| **Residential Services** | | | |
| | Residential | 64 | 19,143 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 15 | 62,891 |
| | Residential | 19 | 5,747 |
| | Consolidated Services | 1 | 12 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 66 | 792 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

3. **Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $74,591.

4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $3000.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and

$311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of

action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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



Contractor Initials _____
Date 5/8/19

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/8/19
Date

James J Schofield
Name:
Title: Board President



Contractor Initials JS
Date 5/8/19

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/8/19
Date

James J Schofield
Name: JAMES J. SCHOFIELD
Title: Board President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/8/19
Date

James J. Schofield
Name: James J. Schofield
Title: Board President

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name:

5/8/19
Date

James J Schofield
Name:
Title: Board President

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/8/19
Date

James J. Schofield
Name:
Title: Board President



Contractor Initials JS
Date 5/8/19

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Monadnock Developmental Services |
| The State | Name of the Contractor |
| Deborah D. Hetherly | James J Schofield |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | James J Schofield |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | Board President |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/8/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/8/19
Date

James J Schofield
Name:
Title: Board President

## FORM A

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

1. The DUNS number for your entity is: 158556217

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?

   ✓ 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. 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: **69358**

Certificate Number: **0004511980**




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2019.

William M. Gardner
Secretary of State

# CERTIFICATE OF VOTE

I, Beth Provist, do hereby certify that:

1. I am a duly elected Member of the Board of Directors of Monadnock Developmental Services, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 7, 2019:

**RESOLVED:** That James Schofield, President of the Board of Directors

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 8th day of May, 2019.

4. James Schofield is the duly elected President of the Board of Directors of Monadnock Developmental Services, Inc.

Beth Provost
Beth Provost, Secretary

STATE OF NH

County of Cheshire

The forgoing instrument was acknowledged before me this 8th day of May, 2019,

By: Beth Provost, Secretary

Jill Ouellette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JILL M. OUELLETTE
Notary Public - New Hampshire
My Commission Expires October 25, 2022

Commission Expires: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Clark - Mortenson Insurance
P.O. Box 606
Keene NH 03431

CONTACT NAME:
PHONE (A/C, No, Ext): 603-352-2121
FAX (A/C, No): 603-357-8491
E-MAIL ADDRESS: csr24@clark-mortenson.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Philadelphia Insurance Company — 0
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED — MONADNOCKDEVELO
Monadnock Developmental Services
121 Railroad Street
Keene NH 03431

**COVERAGES** **CERTIFICATE NUMBER:** 680356712 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | PHPK1834715 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK1834714 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | PHUB633215 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

State of NH Dept. of Health & Human Services Bureau of Developmental Services
105 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

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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<br>Wieczorek Insurance<br>166 Concord St.<br>Manchester NH 03104 | CONTACT NAME: Donna Deyo<br>PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413<br>E-MAIL ADDRESS: donna@wizinsurance.com |
| INSURED<br>Monadnock Developmental Services, Inc.<br>121 Railroad Street<br>Keene NH 03431 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Eastern Alliance Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 19-20** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | Excl: Michael Forrest & Donald Hayes<br>03-0000113026-01<br>Cov State NH | 1/1/2019 | 1/1/2020 | X PER STATUTE 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

joel@mds-nh.org

State of New Hampshire
Dept. of Health and 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

Robert Wieczorek/DMD

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD



MONADNOCK
DEVELOPMENTAL
SERVICES

# MDS Mission Statement

Because we believe…

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is…

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

121 Railroad Street Keene, New Hampshire 03431 603-352-1304 Fax: 603-352-1637 www.mds-nh.org

*Financial Statements*

# MONADNOCK DEVELOPMENTAL SERVICES, INC.
# AND
# SUBSIDIARY

**FOR THE YEARS ENDED**
**JUNE 30, 2018 AND 2017**
**AND**
**INDEPENDENT AUDITORS' REPORT**

# MONADNOCK DEVELOPMENTAL SERVICES, INC.
# AND
# SUBSIDIARY

## CONSOLIDATED FINANCIAL STATEMENTS

## JUNE 30, 2018 AND 2017

## TABLE OF CONTENTS


| | Page(s) |
|---|---|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Consolidated Statement of Financial Position | 3 |
| Consolidated Statement of Activities | 4 |
| Consolidated Statement of Cash Flows | 5 |
| Consolidated Statement of Functional Expenses | 6 |
| Notes to Consolidated Financial Statements | 7 - 16 |
| **SUPPLEMENTARY INFORMATION** | |
| Consolidated Schedule of Functional Revenues | 17 |

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

# INDEPENDENT AUDITORS' REPORT

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

## Management's Responsibility for the Financial Statements

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

## Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits 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 auditors' 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 financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2018, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 22, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 17 is presented for purposes of additional analysis and is not a required part of the 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 audit 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

October 22, 2018
Wolfeboro, New Hampshire

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

## ASSETS

| | Monadnock Developmental Services, Inc. | Railroad Street Mill, Inc. | Eliminations | Consolidated Totals 2018 | Consolidated Totals 2017 |
|---|---|---|---|---|---|
| Cash and equivalents | $ 2,659,250 | $ 202,766 | $ - | $ 2,862,016 | $ 2,543,620 |
| Client funds | 312,680 | - | - | 312,680 | 230,075 |
| Accounts receivable: | | | | | |
| Medicaid | 825,908 | - | - | 825,908 | 1,065,148 |
| Medical insurance | - | - | - | - | 25,000 |
| Other | 59,808 | - | - | 59,808 | 70,726 |
| Prepaid expenses | 272,937 | 1,278 | - | 274,215 | 127,966 |
| Deposits | 13,020 | - | - | 13,020 | 10,715 |
| Property and equipment, net of accumulated depreciation | 1,366,046 | 2,706,918 | - | 4,072,964 | 4,136,665 |
| Loan reserves | - | 139,039 | - | 139,039 | 121,820 |
| Investment in insurance captive | 79,910 | - | - | 79,910 | 85,992 |
| Total | $ 5,589,559 | $ 3,050,001 | $ - | $ 8,639,560 | $ 8,417,727 |

## LIABILITIES AND NET ASSETS

| | | | | | |
|---|---|---|---|---|---|
| **LIABILITIES** | | | | | |
| Client funds | $ 312,680 | $ - | $ - | $ 312,680 | $ 230,075 |
| Accounts payable | 1,183,913 | 5,482 | - | 1,189,395 | 1,332,734 |
| Accrued salaries and wages and related expenses | 454,656 | - | - | 454,656 | 473,399 |
| Accrued sick time | 88,460 | - | - | 88,460 | 29,513 |
| Other accrued expenses | 3,250 | 10,676 | - | 13,926 | 17,371 |
| Refundable advances | 175,777 | - | - | 175,777 | 144,306 |
| Capital lease liability | 101,118 | - | - | 101,118 | - |
| Notes payable | 457,236 | 2,704,781 | - | 3,162,017 | 3,258,181 |
| Total liabilities | 2,777,090 | 2,720,939 | - | 5,498,029 | 5,485,579 |
| **NET ASSETS** | | | | | |
| Unrestricted: | | | | | |
| Board designated | 487,006 | - | - | 487,006 | 448,678 |
| Other unrestricted | 2,271,857 | 329,062 | - | 2,600,919 | 2,429,864 |
| Temporarily restricted | 53,606 | - | - | 53,606 | 53,606 |
| Total net assets | 2,812,469 | 329,062 | - | 3,141,531 | 2,932,148 |
| Total | $ 5,589,559 | $ 3,050,001 | $ - | $ 8,639,560 | $ 8,417,727 |

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Monadnock Developmental Services, Inc. | Railroad Street Mill, Inc. | Eliminations | Consolidated Totals 2018 | Consolidated Totals 2017 |
|---|---|---|---|---|---|
| **CHANGES IN UNRESTRICTED NET ASSETS** | | | | | |
| **Revenues and Support** | | | | | |
| Medicaid | $ 26,947,590 | $ - | $ - | $ 26,947,590 | $ 25,913,038 |
| State of New Hampshire - DDS | 862,856 | - | - | 862,856 | 503,982 |
| Other program fees | 441,302 | - | - | 441,302 | 656,810 |
| Residential fees | 314,207 | - | - | 314,207 | 325,767 |
| Rental income | 126,358 | 343,664 | (249,593) | 220,429 | 291,304 |
| Client resources | 161,697 | - | - | 161,697 | 178,490 |
| Grants | 118,980 | - | - | 118,980 | 146,460 |
| Vocational rehabilitation fees | 64,952 | - | - | 64,952 | 43,079 |
| United Way | 21,340 | - | - | 21,340 | 30,153 |
| Contributions and other public support | 19,993 | - | - | 19,993 | 17,753 |
| Gain on sale of assets | 12,373 | - | - | 12,373 | 200 |
| Investment income | 4,351 | 138 | - | 4,489 | 2,084 |
| Production/service income | 1,405 | - | - | 1,405 | 5,578 |
| Other income | 94,568 | 18,000 | - | 112,568 | 164,456 |
| **Total unrestricted revenues and support** | 29,191,972 | 361,802 | (249,593) | 29,304,181 | 28,279,154 |
| **Expenses** | | | | | |
| **Program services** | | | | | |
| Service Coordination | 1,718,522 | - | (101,565) | 1,616,957 | 1,537,192 |
| Family support | 496,143 | - | - | 496,143 | 466,175 |
| Subcontracted area agency program services | 17,650,452 | - | - | 17,650,452 | 16,297,996 |
| In house area agency program services: | | | | | |
| ISO | 4,754,371 | - | (48,666) | 4,705,705 | 4,875,794 |
| PDMS | 1,930,155 | - | - | 1,930,155 | 2,127,559 |
| Non DDS funded programs: | | | | | |
| MCST | 551,265 | - | (15,200) | 536,065 | 553,854 |
| Other Non DDS funded programs | 423,335 | - | - | 423,335 | 541,052 |
| Railroad Street Mill, Inc. | - | 302,327 | - | 302,327 | 317,249 |
| **Supporting services** | | | | | |
| General management | 1,517,821 | - | (84,162) | 1,433,659 | 1,360,488 |
| **Total expenses** | 29,042,064 | 302,327 | (249,593) | 29,094,798 | 28,077,359 |
| **CHANGES IN NET ASSETS** | 149,908 | 59,475 | - | 209,383 | 201,795 |
| **NET ASSETS - BEGINNING OF YEAR** | 2,662,561 | 269,587 | - | 2,932,148 | 2,730,353 |
| **NET ASSETS - END OF YEAR** | $ 2,812,469 | $ 329,062 | $ - | $ 3,141,531 | $ 2,932,148 |

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Monadnock Developmental Services, Inc. | Railroad Street Mill, Inc. | Eliminations | Consolidated Totals 2018 | Consolidated Totals 2017 |
|---|---|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | | | |
| Changes in net assets | $ 149,908 | $ 59,475 | $ - | $ 209,383 | $ 201,795 |
| Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities: | | | | | |
| Depreciation and amortization | 131,263 | 81,544 | - | 212,807 | 231,523 |
| Gain on sale of assets | (12,373) | - | - | (12,373) | (200) |
| Loss on sale of assets | - | - | - | - | 8,520 |
| Imputed interest on long term debt | - | 13,170 | - | 13,170 | 13,170 |
| Decrease (increase) in assets: | | | | | |
| Accounts receivable - Medicaid | 239,240 | - | - | 239,240 | 1,482,015 |
| Accounts receivable - medical insurance | 25,000 | - | - | 25,000 | - |
| Accounts receivable - Other | 6,509 | 4,409 | - | 10,918 | 13,388 |
| Prepaid expenses | (146,219) | (30) | - | (146,249) | 37,359 |
| Deposits | (2,305) | - | - | (2,305) | 870 |
| Investment in insurance captive | 6,082 | - | - | 6,082 | (329) |
| Increase (decrease) in liabilities: | | | | | |
| Accounts payable | (124,154) | (19,185) | - | (143,339) | 202,689 |
| Accrued salaries, wages and related expenses | (18,743) | | - | (18,743) | (169,201) |
| Accued sick time | 58,947 | - | - | 58,947 | 29,513 |
| Other accrued expenses | 1,000 | (4,445) | - | (3,445) | (5,160) |
| Refundable advances | 31,471 | - | - | 31,471 | 12,576 |
| **NET CASH PROVIDED BY OPERATING ACTIVITIES** | 345,626 | 134,938 | - | 480,564 | 2,058,528 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | | | |
| Additions to property and equipment | (34,154) | (3,950) | - | (38,104) | (123,542) |
| Increase in loan reserves | - | (17,219) | - | (17,219) | (17,213) |
| Proceeds from the sale of assets | 14,500 | - | - | 14,500 | 200 |
| **NET CASH USED IN INVESTING ACTIVITIES** | (19,654) | (21,169) | - | (40,823) | (140,555) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | | | | |
| Repayment of capital lease | (12,012) | - | | (12,012) | - |
| Repayment of long term debt | (44,204) | (65,130) | - | (109,334) | (126,776) |
| **NET CASH USED IN FINANCING ACTIVITIES** | (56,216) | (65,130) | - | (121,346) | (126,776) |
| **NET INCREASE IN CASH AND EQUIVALENTS** | 269,756 | 48,639 | - | 318,395 | 1,791,197 |
| **CASH AND EQUIVALENTS - BEGINNING OF YEAR** | 2,389,494 | 154,127 | - | 2,543,621 | 752,423 |
| **CASH AND EQUIVALENTS - END OF YEAR** | $ 2,659,250 | $ 202,766 | $ - | $ 2,862,016 | $ 2,543,620 |

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | General Management | Service Coordination | Family Support | Subcontracted Area Agency Program Services | In House Area Agency ISO Program | In House Area Agency PDMS Program | T DDS |
|---|---|---|---|---|---|---|---|
| Salaries and wages | $ 942,910 | $ 1,017,783 | $ 208,952 | $ 1,090 | $ 2,290,310 | $ 603,939 | $ 5,( |
| Employee benefits | 175,734 | 282,762 | 26,578 | - | 680,559 | 34,184 | 1, |
| Payroll taxes | 70,511 | 80,951 | 15,875 | - | 163,227 | 37,527 | |
| Family provider services | - | - | 77,103 | - | 802,300 | 599,617 | 1, |
| Respite care | - | - | 123,291 | 3,167 | 77,282 | 60,635 | |
| Client treatment and care | - | 24,005 | 10,290 | 36,960 | 94,000 | 49,060 | |
| Accounting fees | 33,600 | - | - | - | - | - | |
| Legal fees | 38,688 | - | - | - | - | - | |
| Other professional fees | 66,464 | 56,030 | 1,338 | - | 16,841 | 417 | |
| Subcontractors | - | - | 5,000 | 17,519,337 | 118,139 | 356,039 | 17, |
| Staff development | 7,872 | 2,024 | 451 | - | 19,606 | 1,754 | |
| Rent | 61,362 | 124,365 | - | - | 133,940 | 32,400 | |
| Mortgage payments | - | - | - | - | 3,863 | - | |
| Utilities | 5,440 | 9,004 | - | - | 38,244 | - | |
| Repairs and maintenance | - | - | - | - | 620 | - | |
| Property taxes | - | - | - | - | 10,383 | - | |
| Other occupancy costs | - | - | - | - | 4,040 | - | |
| Home modifications | - | - | 59 | - | - | 46,073 | |
| Office supplies | 8,595 | 10,089 | 226 | - | 7,685 | 1,570 | |
| Building supplies | 1,370 | 1,978 | 1,757 | - | 11,512 | 2,127 | |
| Client consumables | - | - | 6,302 | - | 46,831 | 9,955 | |
| Production supplies | - | - | - | - | - | - | |
| Medical supplies | - | - | - | - | 1,365 | 962 | |
| Computer supplies | 889 | 3,028 | - | - | 958 | 730 | |
| Equipment rental | 2,669 | 4,417 | - | - | 4,808 | 2,692 | |
| Depreciation expense | 6,860 | 7,767 | 2,242 | 79,776 | 21,489 | 8,724 | |
| Advertising | (8,882) | 300 | - | - | 14,770 | 1,591 | |
| Printing | 495 | 3,764 | 220 | - | 2,878 | 1,220 | |
| Telephone | 9,415 | 16,125 | 583 | - | 35,341 | 8,189 | |
| Postage | 3,053 | 8,542 | 24 | - | 6,440 | 114 | |
| Transportation | 5,328 | 37,947 | 15,648 | 297 | 120,552 | 68,761 | |
| Assistance to individuals | - | 7,541 | - | - | 1,030 | - | |
| Insurance | 21,833 | 19,776 | - | 9,825 | 20,328 | 1,074 | |
| Interest expense | 3,038 | - | - | - | 3,908 | - | |
| Other expenses | 60,577 | 324 | 204 | - | 1,122 | 801 | |
| Total functional expenses | $ 1,517,821 | $ 1,718,522 | $ 496,143 | $ 17,650,452 | $ 4,754,371 | $ 1,930,155 | $ 28, |

See Notes to Financial Statements

| led | MCST | Other Non DDS Funded | Railroad Street Mill, Inc. | Total Non DDS Funded | 2018 Total | Eliminations | Consolidated Totals 2018 | Consolidated Totals 2017 |
|---|---|---|---|---|---|---|---|---|
| 184 | $ 303,550 | $ 177,419 | $ - | $ 480,969 | $ 5,545,953 | $ - | $ 5,545,953 | $ 5,777,393 |
| 317 | 151,085 | 56,871 | - | 207,956 | 1,407,773 | - | 1,407,773 | 1,362,044 |
| 191 | 24,337 | 18,362 | - | 42,699 | 410,790 | - | 410,790 | 421,104 |
| 120 | - | - | - | - | 1,479,020 | - | 1,479,020 | 1,402,032 |
| 175 | - | - | - | - | 264,375 | - | 264,375 | 226,271 |
| 115 | - | - | - | - | 214,315 | - | 214,315 | 229,719 |
| 100 | - | - | - | - | 33,600 | - | 33,600 | 31,300 |
| 188 | - | - | - | - | 38,688 | - | 38,688 | 5,503 |
| 190 | 2,001 | 20,248 | 3,588 | 25,837 | 166,927 | - | 166,927 | 176,165 |
| 115 | 16,782 | - | 3,155 | 19,937 | 18,018,452 | - | 18,018,452 | 16,823,752 |
| 107 | 8,011 | - | - | 8,011 | 39,718 | - | 39,718 | 43,791 |
| 167 | 15,200 | 6,036 | - | 21,236 | 373,303 | (249,593) | 123,710 | 145,157 |
| 163 | - | - | - | - | 3,863 | - | 3,863 | 8,261 |
| 188 | - | 34,175 | 45,996 | 80,171 | 132,859 | - | 132,859 | 128,874 |
| 120 | - | 21,846 | 16,676 | 38,522 | 39,142 | - | 39,142 | 45,095 |
| 183 | - | 1,000 | 32,234 | 33,234 | 43,617 | - | 43,617 | 50,498 |
| 140 | - | 4,033 | - | 4,033 | 8,073 | - | 8,073 | 11,994 |
| 132 | - | - | - | - | 46,132 | - | 46,132 | 73,403 |
| 165 | 1,436 | 807 | - | 2,243 | 30,408 | - | 30,408 | 32,466 |
| 144 | 19 | 5,719 | - | 5,738 | 24,482 | - | 24,482 | 24,993 |
| 188 | 172 | - | - | 172 | 63,260 | - | 63,260 | 70,256 |
| - | - | - | - | - | - | - | - | - |
| 127 | - | - | - | - | 2,327 | - | 2,327 | 4,612 |
| 105 | - | - | - | - | 5,605 | - | 5,605 | 5,904 |
| 186 | 1,236 | - | - | 1,236 | 15,822 | - | 15,822 | 16,836 |
| 158 | 2,492 | 1,913 | 81,544 | 85,949 | 212,807 | - | 212,807 | 231,523 |
| 179 | 1,585 | 2,177 | - | 3,762 | 11,541 | - | 11,541 | 17,348 |
| 177 | 369 | 2,634 | - | 3,003 | 11,580 | - | 11,580 | 10,039 |
| 153 | 1,644 | 1,542 | - | 3,186 | 72,839 | - | 72,839 | 73,237 |
| 173 | 75 | 252 | - | 327 | 18,500 | - | 18,500 | 18,636 |
| 133 | 19,422 | 27,153 | - | 46,575 | 295,108 | - | 295,108 | 332,061 |
| 171 | - | - | - | - | 8,571 | - | 8,571 | 8,414 |
| 136 | - | 23,803 | 11,368 | 35,171 | 108,007 | - | 108,007 | 119,078 |
| 146 | - | 17,265 | 107,536 | 124,801 | 131,747 | - | 131,747 | 133,115 |
| 128 | 1,849 | 80 | 230 | 2,159 | 65,187 | - | 65,187 | 16,485 |
| 164 | $ 551,265 | $ 423,335 | $ 302,327 | $ 1,276,927 | $ 29,344,391 | $ (249,593) | $ 29,094,798 | $ 28,077,359 |

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

## 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### General

Monadnock Developmental Services, Inc. (MDS, the Organization) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and to collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

### Principles of Consolidation

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

### Basis of Accounting

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

### Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted and temporarily restricted net assets.

**Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

**Comparative Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

**Property and Depreciation**

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

| | |
|---|---|
| Buildings and improvements | 10 - 39 years |
| Vehicles | 5 years |
| Furniture and equipment | 5 - 7 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property and equipment consisted of the following at June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| Land, buildings and improvements | $ 5,657,323 | $ 5,667,862 |
| Vehicles | 499,151 | 521,357 |
| Equipment | 188,454 | 514,526 |
| Furniture | 4,921 | 147,583 |
| | 6,349,849 | 6,851,328 |
| Less accumulated depreciation | (2,276,885) | (2,714,663) |
| Property, net | $ 4,072,964 | $ 4,136,665 |

Depreciation expense for the years ended June 30, 2018 and 2017 was $212,807 and $231,523, respectively.

**Refundable Advances**
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

**Accrued Earned Time**
The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

**Accrued Sick Time**
The Organization has accrued a liability for future compensated sick time that its employees have earned and which is not vested with the employee.

**Income Taxes**
Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

**Cash Equivalents**
The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**Advertising**
The Organization expenses advertising costs as incurred.

**Functional Allocation of Expenses**
The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

**Fair Value of Financial Instruments**
FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

> ***Level 1*** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.
>
> ***Level 2*** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.
>
> ***Level 3*** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2018 and 2017, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

## 2. CONCENTRATION OF CREDIT RISK

The Organization maintains several of its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000 as of June 30, 2018 and 2017. At June 30, 2018 and 2017, the uninsured balances aggregated $2,932,204 and $2,455,215, respectively.

## 3. INVESTMENT IN INSURANCE CAPTIVE

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016. The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organization's participant investment into the captive insurance program amounted to $79,910 and $85,992, respectively at June 30, 2018 and 2017.

## 4. DEMAND NOTE PAYABLE

For the years ended June 30, 2018 and 2017, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2018 and 2017 was $1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2018 and 2017, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

## 5. CAPITAL LEASE

During the year ended June 30, 2018, Monadnock Developmental Services, Inc. entered into a capital lease agreement for the purchase of equipment. The economic substance of the lease is that the Organization is financing the acquisition of equipment through the lease end; accordingly, the equipment is recorded as an asset and the lease obligation is recorded as a liability. The total capitalized cost is $113,130. The lease requires annual payments of principal and interest of $25,800. The interest rate of the lease is 5.428% with a term of five years which expires November 2022. There was no accumulated amortization on the equipment at June 30, 2018 as the equipment has not yet been placed into service.

Minimum future lease payments under capital leases as of June 30, 2018 are approximated as follows:

| Year Ended June 30 | Amount |
|---|---|
| 2019 | $ 25,800 |
| 2020 | 25,800 |
| 2021 | 25,800 |
| 2022 | 25,800 |
| 2023 | 10,750 |
| Total minimum lease payments | 113,950 |
| Less: amount representing interest | (12,832) |
| Present value of net minimum lease payments | 101,118 |
| Less: amount due within one year | (20,824) |
| Long term portion of net minimum lease payments | $ 80,294 |

## 6. LONG TERM DEBT

The long term debt of the Organization consisted of the following at June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| **MONADNOCK DEVELOPMENTAL SERVICES, INC.** | | |
| Mortgage note payable to a bank in monthly installments for principal and interest of $460 through November of 2017. Interest was stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2017. The note was collateralized by real estate owned by the Organization and was paid off during 2018. | $ - | $ 1,826 |
| Mortgage note payable to a bank in monthly installments for principal and interest of $748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 5.50% and 3.50% at June 30, 2018 and 2017, respectively. The note is collateralized by real estate owned by the Organization. | 105,797 | 110,883 |
| 5% note payable to a Corporation in monthly installments for principal and interest of $995 through October of 2028. The note is collateralized by real estate owned by the Organization. | 96,147 | 102,832 |
| 4.75% mortgage note payable to a bank in monthly installments for principal and interest of $432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization. | 42,274 | 45,367 |
| Mortgage note payable to a bank in monthly installments for principal and interest of $939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization. | 138,995 | 144,916 |
| Mortgage note payable to a bank in monthly installments for principal and interest of $988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization. | 74,023 | 81,967 |

| | | |
|---|---|---|
| 4.25% retail contract payable to a bank in monthly installments for principal and interest of $1,101 through May of 2018. The note was collateralized by Company vehicles. The note was paid off during 2018. | - | 10,766 |
| 1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of $970 through February of 2018. The note was collateralized by Company vehicles. The note was paid off during 2018. | - | 2,883 |
| **RAILROAD STREET MILL, INC.** | | |
| 4% mortgage note payable to Rural Development in monthly installments for principal and interest of $13,313 through July of 2040. The note is collateralized by real estate owned by the Organization. | 2,330,023 | 2,395,153 |
| 0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization. | 222,513 | 214,693 |
| 0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization. | 152,245 | 146,895 |
| | $ 3,162,017 | $ 3,258,181 |

The scheduled maturities of long term debt as of June 30, 2018 were as follows:

| Year Ended June 30 | Amount |
|---|---|
| 2019 | $ 98,221 |
| 2020 | 502,369 |
| 2021 | 106,691 |
| 2022 | 111,197 |
| 2023 | 115,894 |
| Thereafter | 2,227,645 |
| | $ 3,162,017 |

## 7. BOARD DESIGNATED FUNDS

As of June 30, 2018 and 2017, the Board of Directors has designated funds to be used for the following:

| | 2018 | 2017 |
|---|---|---|
| Development costs | $ 329,111 | $ 290,783 |
| Property maintenance and acquisitions | 157,895 | 157,895 |
| | $ 487,006 | $ 448,678 |

## 8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2018 and 2017 was $107,013 and $98,259, respectively.

## 9. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2018 and 2017, approximately 92% of the total support and revenue was derived from Medicaid. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 93% and 92% of the total accounts receivable balances at June 30, 2018 and 2017, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

## 10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated $373,303 and $356,050 for the years ended June 30, 2018 and June 30, 2017, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for the years ended June 30, 2018 and 2017 was $249,593 and $210,893, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2018 were as follows:

| Year Ended June 30 | Amount |
|---|---|
| 2019 | $ 268,793 |
| 2020 | 19,200 |
| 2021 | 19,950 |
| 2022 | 20,400 |
| 2023 | 20,400 |
| Thereafter | 48,450 |
| | $ 397,193 |

## 11. RENTAL INCOME

The Organization leases commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. The future minimum annual rent to be received under the operating leases in effect at June 30, 2018 was $249,593 for the year ending June 30, 2019.

## 12. CONTINGENCIES

### Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2018.

## 13. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2018 and 2017, client funds held by the Organization were as follows:

| | 2018 | 2017 |
|---|---|---|
| Client funds administered by the Organization | $ 312,680 | $ 230,075 |

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

## 14. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

## 15. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

| | 2018 | 2017 |
|---|---|---|
| Purchase of property and equipment | $ 151,243 | $ 123,542 |
| Amount financed by capital lease | (113,130) | - |
| Cash paid for property | $ 38,104 | $ 123,542 |
| Cash paid for interest | $ 131,747 | $ 133,115 |

## 16. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2018 and 2017.

## 17. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

## 18. SUBSEQUENT EVENTS

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 22, 2018, the date when the financial statements were available to be issued.

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | General Management | Service Coordination | Family Support | Subcontracted Area Agency Program Services | In House Area Agency ISO Program | In House Area Agency PDMS Program |
|---|---|---|---|---|---|---|
| Medicaid | $ - | $ 1,423,202 | $ 474,484 | $ 18,257,629 | $ 3,939,296 | $ 2,457,093 |
| State of New Hampshire - DDS | (840) | 103,529 | 74,591 | 449,023 | 170,139 | 66,414 |
| Residential fees | - | - | - | 54,673 | 204,330 | 20,486 |
| Other program fees | (28,823) | 55,458 | (64,625) | - | 265,720 | 89,899 |
| Grants | - | - | 67,715 | - | - | - |
| Rental income | - | - | 2,400 | - | - | - |
| Vocational rehabilitation fees | - | - | - | - | - | - |
| Client resources | 51,335 | - | - | 59,854 | 31,726 | 12,545 |
| Production/service income | - | - | 625 | - | - | - |
| Contributions and other public support | 19,383 | - | 610 | - | - | - |
| United Way | - | - | 21,340 | - | - | - |
| Investment income | 4,351 | - | - | - | - | - |
| Other income | 17,944 | - | 200 | - | 5,039 | - |
| Gain on sale of assets | 12,373 | - | - | - | - | - |
| Total functional revenues | $ 75,723 | $ 1,582,189 | $ 577,340 | $ 18,821,179 | $ 4,616,250 | $ 2,646,437 |

| ded | MCST | Other Non DDS Funded | Railroad Street Mill, Inc. | Total Non DDS Funded | 2018 Total | Eliminations | Consolidated Totals 2018 | Consolidated Totals 2017 |
|---|---|---|---|---|---|---|---|---|
| 704 | $ 360,334 | $ 35,552 | $ - | $ 395,886 | $ 26,947,590 | $ - | $ 26,947,590 | $ 25,913,038 |
| 356 | - | - | - | - | 862,856 | - | 862,856 | 503,982 |
| 489 | - | 34,718 | - | 34,718 | 314,207 | - | 314,207 | 325,767 |
| 629 | 46,836 | 76,837 | - | 123,673 | 441,302 | - | 441,302 | 656,810 |
| 715 | 51,265 | - | - | 51,265 | 118,980 | - | 118,980 | 146,460 |
| 400 | - | 123,958 | 343,664 | 467,622 | 470,022 | (249,593) | 220,429 | 291,304 |
| - | 64,952 | - | - | 64,952 | 64,952 | - | 64,952 | 43,079 |
| 460 | - | 6,237 | - | 6,237 | 161,697 | - | 161,697 | 178,490 |
| 325 | - | 780 | - | 780 | 1,405 | - | 1,405 | 5,578 |
| 993 | - | - | - | - | 19,993 | - | 19,993 | 17,753 |
| 340 | - | - | - | - | 21,340 | - | 21,340 | 30,153 |
| 351 | - | - | 138 | 138 | 4,489 | - | 4,489 | 2,084 |
| 183 | 64,581 | 6,804 | 18,000 | 89,385 | 112,568 | - | 112,568 | 164,456 |
| 373 | - | - | - | - | 12,373 | - | 12,373 | 200 |
| 118 | $ 587,968 | $ 284,886 | $ 361,802 | $ 1,234,656 | $ 29,553,774 | $ (249,593) | $ 29,304,181 | $ 28,279,154 |

| Board Member | Term Effective | Term Ends | Title | Town | State |
|---|---|---|---|---|---|
| Don Hayes | 12/1/2016 | 11/30/2019 | Past President | Keene | NH |
| Michael Forrest | 12/1/2017 | 11/30/2020 | member | Keene | NH |
| James Schofield | 12/1/2017 | 11/30/2020 | President | Keene | NH |
| Timothy Jordan | 1/30/2017 | 11/30/2020 | Treasurer | Keene | NH |
| Beth Provost | 12/1/2018 | 11/30/2021 | Secretary | Keene | NH |
| Mickey Cronin | 12/1/2018 | 11/30/2021 | member | Chesterfield | NH |
| Elizabeth Kenney | 12/1/2018 | 11/30/2021 | member | Peterborough | NH |
| Terry Manahan | 12/1/2017 | 11/30/2020 | member | Harrisville | NH |
| Ben Schiffelbein | 2/19/2018 | 11/30/2020 | member | Keene | NH |
| Sand Seligman | 12/1/2016 | 11/30/2019 | member | Keene | NH |
| Jeanne Hearn | 12/1/2018 | 11/30/2020 | member | Keene | NH |
| Steve Nelson | 12/1/2018 | 11/30/2021 | member/Council Liason | Temple | NH |

# Alan Greene

## Current Employment

**Monadnock Developmental Services, Inc.**
Keene, NH

*Executive Director,*

Responsible for policy, planning, administering and monitoring services for all citizens with a developmental disability in New Hampshire's Region V.

## Education

**Temple University**
Philadelphia, PA

Master's level Special Education certification

Ph.D. program in Educational Psychology (ABD)

**Drew University**
Madison, NJ

Bachelor of Arts in Psychology

# Mary-Anne Wisell

## Education

Keene State College
Bachelor of Science May 1990
Elementary Education

## Work Experience

**Director of Operations** Monadnock Developmental Services, Keene, NH 2006- Present

- Supervise Service Coordination Supervisors, Nurse Trainers, Intake, START Coordinators and Human Resources
- Working with department heads and senior management to get the best performance from staff
- Create and oversee systems to monitor quality assurance in regional services
- Assist with crisis intervention, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development
- Facilitate Strategic Planning
- Participate in statewide and community
- Assist with special projects and assignments when needed

**Adult Service Coordination Supervisor** Monadnock Developmental Services, Keene, NH 2004- 2006

- Supervise 13 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed
- Coordinate caseload of 5-8 individuals; facilitate team meetings and individual needs

**Adult Service Coordinator** Monadnock Developmental Services, Keene, NH 2002-2004

- Facilitate team meetings and program development to work towards individuals' goals and dreams
- Write annual Individual Service Agreement, monthly contact notes and funding requests
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion
- Maintain contact with individuals, families, guardians and vendor agencies

## Committee Membership

- MDS Human Rights Committee
- MDS Budget Committee
- Monadnock Region Council for Healthier Community
- Regional NH Care Path Committee
- MDS Risk Management Committee
- Statewide Risk Management Committee
- CSNI Quality Improvement Committee
- Bureau Of Developmental Services Medication Committee

**Joel D. Fitzpatrick**

---

## Director of Finance

## Experience

Monadnock Developmental Services, Keene, NH 2009 to Present

***Director of Finance***

Responsible for all financial operations of a $30 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities. Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

## Education

University of Massachusetts, Amherst, MA

# ALISON V. SCALIA

## Education

Springfield College, Springfield, MA
Bachelor of Science May 2004
Sports Biology Major

## Work Experience

**Adult Service Coordination Supervisor** Monadnock Developmental Services, Keene, NH 2010- Present

- Supervise 10 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving.
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals.
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed.
- Coordinate caseload of 10 individuals; facilitate team meetings and individual needs.

**Adult Service Coordinator** Monadnock Developmental Services, Keene, NH January 2008-May 2010

- Facilitate team meetings and program development to work towards individuals' goals and dreams.
- Write annual Service Plans, monthly notes and narratives for funding.
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion.
- Maintain contact with individuals, families, guardians and vendor agencies.
- Assist with special projects and assignments when needed.
- Co-coordination REACT program, active member of Safety Committee and Dance Committee.

**High School Program Manager** Best Buddies Connecticut, New Haven, CT July 2005-July 2007

- Coordinated trainings for over 100 student leaders focusing on intellectual disabilities.
- Recruited, motivated, encouraged and trained committed volunteers to assist in running local chapters and increase personal commitment.
- Organized and led leadership development training for students with intellectual disabilities.
- Oversaw all day-to-day operations of 18 chapters within the region totaling 600 participants.
- Assisted State Director to maintain funding for half million dollar budget.
- Honored as National Employee of the Month for January 2007.

**Direct Support Professional** Monadnock Developmental Services, Keene, NH November 2004- July 2005

- Coordinated and aided in daily living skills, socialization, and leisure activities for individuals with disabilities and intellectual disabilities in the community.
- Administered medication.

References available upon request.

**Lynn Yeiter**

**Monadnock Developmental Services, Inc.**

**Children's Service Coordination Supervisor** **December 2007 – present**

**Responsibilities:** Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

**Monadnock Developmental Services – FY20 Contract**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---|---|---|---|---|
| Alan Greene | Executive Director | $147,192 | 0% | $0.00 |
| Mary-Anne Wisell | Director of Operations | $86,521 | 0% | $0.00 |
| Joel Fitzpatrick | Director of Finance | $77,259 | 0% | $0.00 |
| Alison Scalia | Adult Service Coordination Spv | $54,600 | 0% | $0.00 |
| Lynn Yeiter | Children's Service Coordination Spv | $49,452 | 0% | $0.00 |

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-07)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Moore Center Services, Inc. | | 1.4 Contractor Address<br>195 McGregor Street, Unit 400<br>Manchester NH 03102 | |
| 1.5 Contractor Phone Number<br>603-206-2849 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$8,061,280 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>Arthur Sullivan, Chair | |

1.13 Acknowledgement: State of NH, County of Hillsborough

On May 6, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Brenda A. Head

[Seal]

BRENDA A. HEAD, Notary Public
My Commission Expires October 7, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Brenda A. Head, Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division LTSS |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | Director, On: |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | On: 5/24/2019 |
| 1.18 Approval by the Governor and Executive Council *(if applicable)*<br>By: | On: |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials
Date 5/6/19

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

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials
Date 5/6/19

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

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

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

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

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

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

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

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

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

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

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





Contractor Initials
Date 5/6/19

# Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq*.

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and

Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall

be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.

c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30)

calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 7 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire

Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 820 | 830 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of

FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule

He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire

Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 810 | 0 | 601 | 209 | 95,545 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 26 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 722 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and

responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $18000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 Moore Center Services

| Developmental Services | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living Services** | | | |
| | Community Support Services | 30 | 14,021 |
| | Day | 269 | 1,262,679 |
| | SEP | 77 | 210,866 |
| **In Home Support Services** | | | |
| | In Home Supports | 72 | 876 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 61 | 239,850 |
| | Residential | 62 | 17,629 |
| **Residential Services** | | | |
| | Residential | 244 | 66,427 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 9 | 40,579 |
| | Residential | 31 | 8,730 |
| | Consolidated Services | 6 | 72 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 143 | 1,716 |

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

3. **Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $155,765.

4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

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

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS

training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $3000.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered

Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of

accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this

Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis



Contractor Initials _____
Date 5/6/19

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Contractor Initials
Date 5/6/19

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: ~~Arthur Sullivan~~
Title: Chair of the Board

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: Arthur Sullivan
Title: Chair of the Board

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: Arthur Sullivan
Title: Chair of the Board

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

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

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: Arthur Sullivan
Title: Chair of the Board

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: ~~Arthur Sullivan~~
Title: Chair of the Board

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Moore Center Services, Inc. |
| The State | Name of the Contractor |
| Deborah D. Scheetz | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | Arthur Sullivan |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of HSS | Chair of the Board |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/6/19 |
| Date | Date |

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Moore Center Services, Inc.

5/6/19
Date

Name: Arthur Sullivan
Title: Chair of the Board

## FORM A

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

1. The DUNS number for your entity is: 073978223

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?

   ✓ 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

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

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



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOORE CENTER SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 11, 1960. 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: **61654**

Certificate Number : **0004498678**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2019.

William M. Gardner
Secretary of State

The Moore Center
*Creating opportunities for a good life.™*

# CERTIFICATE OF VOTE

I, Heidi Copeland, Secretary, do hereby certify that:

1. I am a duly elected Officer of Moore Center Services, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 6, 2019:

   **RESOLVED:** That Arthur Sullivan, Chair, Mark Lore, Vice Chair, and Debra Davis Thum, Treasurer are 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 resolution have not been amended or revoked, and remains in full force and effect as of the 6th day of May, 2019.

4. Arthur Sullivan, is the duly elected Chair of the Board of the Agency.

Heidi Copeland, Secretary

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of May, 2019, by Heidi Copeland, Secretary.

Brenda A. Head
Brenda A. Head, Notary Public
My Commission Expires: 10/7/20

BRENDA A. HEAD, Notary Public
My Commission Expires October 7, 2020

(NOTARY SEAL)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2019

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Karen Shaughnessy
PHONE (A/C, No, Ext): (603)669-3218 FAX (A/C, No): (603)645-4331
E-MAIL ADDRESS: kshaughnessy@crossagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Ins Co | 18058 |
| INSURER B: Granite State Health Care and Human Ser | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Moore Center Services and Moore Realty Inc
Moore Center Services, Inc
195 Mcgregor Street #400
Manchester NH 03102

**COVERAGES** **CERTIFICATE NUMBER:** CL1912276022 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Professional Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC<br>OTHER | | | PHPK1846138 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | PHPK1846146 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Underinsured motorist combined sir | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB637366 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | HCHS20190000109<br>(3a.) NH<br>All officers included | 2/1/2019 | 2/1/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Crime | | | PHED1348129 | 7/1/2018 | 7/1/2019 | Employee Dishonesty | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

State of New Hampshire
Department of Health and 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
Talitha Franggos/KS5

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

The Moore Center
*Creating opportunities for a good life.*℠

# MISSION STATEMENT

## Mission:

"The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life."

## Vision:

"We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. "

# MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

## MANCHESTER, NEW HAMPSHIRE

## JUNE 30, 2018 AND 2017

HOWE RILEY+ HOWE
CERTIFIED PUBLIC ACCOUNTANTS
Bedford and Portsmouth, NH

# INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of **Moore Center Services, Inc.** and **Moore Realty, Inc.**, which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, cash flows, functional revenues and other support and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of 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 auditors' judgement, 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 entities' 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 entities' 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.

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2018 and 2017, and the changes in their net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Bedford, New Hampshire
October 9, 2018

Howe, Riley & Howe, PLLC

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Financial Position
June 30, 2018 and 2017

ASSETS

| | 2018 | 2017 |
|---|---|---|
| CURRENT ASSETS | | |
| Cash and cash equivalents - unrestricted | 3,308,974 | 3,727,394 |
| Accounts receivable: | | |
| Medicaid | 1,960,062 | 1,945,845 |
| Other - net of allowance for doubtful accounts of $41,729 in 2018 and $26,668 in 2017 | 253,158 | 216,747 |
| Contributions receivable | 50,484 | 57,138 |
| Bond sinking fund | - | 79,033 |
| Prepaid expenses | 233,607 | 140,823 |
| Client and tenant funds | 246,370 | 240,685 |
| Total current assets | 6,052,655 | 6,407,665 |
| PROPERTY AND EQUIPMENT, net | 5,660,869 | 5,477,994 |
| OTHER ASSETS | | |
| Cash held for restricted purposes | 115,637 | 119,465 |
| Deposits | 8,500 | 9,716 |
| Interest in assets held by New Hampshire Charitable Foundation | 196,084 | 189,926 |
| Investments | 1,079,947 | 1,039,223 |
| Total other assets | 1,400,168 | 1,358,330 |
| Total | $ 13,113,692 | $ 13,243,989 |

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Financial Position
June 30, 2018 and 2017

LIABILITIES AND NET ASSETS

| | 2018 | 2017 |
|---|---|---|
| CURRENT LIABILITIES | | |
| Current portion of mortgage bonds payable | 105,000 | 95,000 |
| Current portion of notes payable | 116,895 | 59,450 |
| Accounts payable | 779,426 | 814,657 |
| Other liabilities | 232,843 | 533,317 |
| Accrued salaries and wages | 435,290 | 417,376 |
| Accrued payroll taxes | 41,423 | 31,852 |
| Accrued earned time | 148,710 | 157,414 |
| Due to clients and tenants | 246,370 | 240,685 |
| Total current liabilities | 2,105,957 | 2,349,751 |
| LONG-TERM LIABILITIES | | |
| Mortgage bonds payable, less current portion shown above: | | |
| Principal amount | 3,335,000 | 3,440,000 |
| Less: unamortized financing costs | 178,878 | 128,520 |
| Mortgage bonds payable, less unamortized financing costs | 3,156,122 | 3,311,480 |
| Notes payable, less current portion shown above | 319,621 | 116,423 |
| Interest rate swap agreement | 507,826 | 689,217 |
| Deferred compensation plan | 1,079,947 | 1,038,723 |
| Total long-term liabilities | 5,063,516 | 5,155,843 |
| Total liabilities | 7,169,473 | 7,505,594 |
| NET ASSETS | | |
| Unrestricted | | |
| Board designated | 100,000 | 100,000 |
| General | 5,680,250 | 5,470,598 |
| Total unrestricted | 5,780,250 | 5,570,598 |
| Temporarily restricted | 115,637 | 119,465 |
| Permanently restricted | 48,332 | 48,332 |
| Total net assets | 5,944,219 | 5,738,395 |
| Total | $ 13,113,692 | $ 13,243,989 |

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Activities
For the Year Ended June 30, 2018

| | Unrestricted | Temporarily Restricted | Permanently Restricted | Total 2018 |
|---|---|---|---|---|
| REVENUES AND OTHER SUPPORT | 50,592,371 | 125,637 | - | 50,718,008 |
| NET ASSETS RELEASED FROM RESTRICTIONS | 129,465 | (129,465) | - | - |
| Total | 50,721,836 | (3,828) | - | 50,718,008 |
| EXPENSES | | | | |
| Program services: | | | | |
| Service coordination services | 3,711,877 | - | - | 3,711,877 |
| Day services | 8,486,838 | - | - | 8,486,838 |
| Residential services | 19,457,423 | - | - | 19,457,423 |
| Combined day and residential services | 5,023,967 | - | - | 5,023,967 |
| Family directed services | 5,981,312 | - | - | 5,981,312 |
| Independent living services | 219,689 | - | - | 219,689 |
| Family support services | 945,224 | - | - | 945,224 |
| Early supports and services | 2,035,317 | - | - | 2,035,317 |
| Other program services | 1,752,395 | - | - | 1,752,395 |
| Supporting services: | | | | |
| General management | 3,079,533 | - | - | 3,079,533 |
| Total expenses | 50,693,575 | - | - | 50,693,575 |
| CHANGE IN NET ASSETS, before gain on interest rate swap agreement | 28,261 | (3,828) | - | 24,433 |
| GAIN ON INTEREST RATE SWAP AGREEMENT | 181,391 | - | - | 181,391 |
| CHANGE IN NET ASSETS | 209,652 | (3,828) | - | 205,824 |
| NET ASSETS - beginning of year | 5,570,598 | 119,465 | 48,332 | 5,738,395 |
| NET ASSETS - end of year | $ 5,780,250 | $ 115,637 | $ 48,332 | $ 5,944,219 |

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Activities
For the Year Ended June 30, 2017

| | Unrestricted | Temporarily Restricted | Permanently Restricted | Total 2017 |
|---|---|---|---|---|
| REVENUES AND OTHER SUPPORT | 48,169,911 | 186,522 | - | 48,356,433 |
| NET ASSETS RELEASED FROM RESTRICTIONS | 67,057 | (67,057) | - | - |
| Total | 48,236,968 | 119,465 | - | 48,356,433 |
| EXPENSES | | | | |
| Program services: | | | | |
| Service coordination services | 3,299,309 | - | - | 3,299,309 |
| Day services | 8,004,048 | - | - | 8,004,048 |
| Residential services | 18,575,981 | - | - | 18,575,981 |
| Combined day and residential services | 4,796,245 | - | - | 4,796,245 |
| Family directed services | 6,166,401 | - | - | 6,166,401 |
| Independent living services | 149,655 | - | - | 149,655 |
| Family support services | 957,798 | - | - | 957,798 |
| Early supports and services | 1,893,373 | - | - | 1,893,373 |
| Other program services | 1,520,816 | - | - | 1,520,816 |
| Supporting services: | | | | |
| General management | 2,967,051 | - | - | 2,967,051 |
| Total expenses | 48,330,677 | - | - | 48,330,677 |
| CHANGE IN NET ASSETS, before gain on interest rate swap agreement | (93,709) | 119,465 | - | 25,756 |
| GAIN ON INTEREST RATE SWAP AGREEMENT | 282,148 | - | - | 282,148 |
| CHANGE IN NET ASSETS | 188,439 | 119,465 | - | 307,904 |
| NET ASSETS - beginning of year | 5,382,159 | - | 48,332 | 5,430,491 |
| NET ASSETS - end of year | $ 5,570,598 | $ 119,465 | $ 48,332 | $ 5,738,395 |

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Change in net assets | 205,824 | 307,904 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 435,776 | 494,686 |
| Imputed interest on unamortized financing costs | 11,562 | 6,384 |
| Bad debts | 24,000 | 33 |
| Change in interest in assets held by New Hampshire Charitable Foundation | (13,586) | (22,418) |
| Unrealized gain on investments | (65,773) | (113,320) |
| Gain on interest rate swap agreement | (181,391) | (282,147) |
| Decrease (increase) in: | | |
| Accounts receivable | (74,628) | 412,222 |
| Contributions receivable | 6,654 | (3,030) |
| Prepaid expenses | (92,784) | (4,749) |
| Deposits | 1,216 | - |
| Increase (decrease) in: | | |
| Accounts payable | (35,231) | (168,682) |
| Other liabilities | (300,474) | 337,740 |
| Accrued salaries, wages and payroll taxes | 27,485 | (328,483) |
| Accrued earned time | (8,704) | 13,294 |
| Deferred compensation plan | 66,273 | 100,820 |
| Net cash provided by operating activities | 6,219 | 750,254 |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Distributions from New Hampshire Charitable Foundation | 7,428 | 7,604 |
| Additions to property and equipment | (288,024) | (230,551) |
| Cash held for restricted purposes | 3,828 | (119,465) |
| Net cash used for investing activities | (276,768) | (342,412) |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Principal payments to bond sinking fund | - | (94,166) |
| Principal payments on mortgage bonds | (95,000) | - |
| Refunds from bond sinking fund | 79,033 | - |
| Repayments of notes payable | (69,984) | (60,843) |
| Payment of financing costs | (61,920) | - |
| Net cash used for financing activities | (147,871) | (155,009) |

(Continued)

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2018 and 2017

(Continued)

| | 2018 | 2017 |
|---|---|---|
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | (418,420) | 252,833 |
| CASH AND CASH EQUIVALENTS - beginning of year | 3,727,394 | 3,474,561 |
| CASH AND CASH EQUIVALENTS - end of year | $ 3,308,974 | $ 3,727,394 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid for interest | $ 142,957 | $ 129,408 |

During 2017, $90,000 was withdrawn from the bond sinking fund to pay bond principal payments in accordance with the loan document. See note 5 for further details on the 2018 bond sinking fund activities.

During 2018 and 2017, the Agency financed the acquisition of new vehicles with installment notes payable totaling $330,627 and $26,755, respectively.

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenues and Other Support
For the Year Ended June 30, 2018

| | Total Agency | General | Non-DDS Programs | Total DDS Programs | Service Coordination Services | Day Services | Residential Services | Combined Day and Residential Services | Family Directed Services | Independent Living Services | Family Support Services | Early Supports and Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Residential fees | 1,489,394 | - | - | 1,489,394 | - | - | 855,942 | 630,763 | (663) | 3,352 | - | - |
| Medicaid CCW | 39,168,618 | - | - | 39,168,618 | 1,575,366 | 8,380,765 | 17,211,689 | 5,163,969 | 5,869,023 | 145,700 | 822,106 | - |
| Medicaid ABD | 3,885,867 | - | - | 3,885,867 | 118,666 | 164,154 | 3,047,040 | 317,204 | 211,760 | 24,469 | 2,574 | - |
| Medicaid NCCW | 75,146 | - | - | 75,146 | - | - | - | - | - | - | 76,433 | (1,287) |
| Medicaid ESS Bundle | 1,830,140 | - | - | 1,830,140 | - | - | - | - | - | - | - | 1,830,140 |
| Medicaid HIS | 918,434 | - | - | 918,434 | 6,707 | - | - | - | 911,727 | - | - | - |
| State of New Hampshire - DDS | 840,271 | - | | 840,271 | 120 | 38,098 | - | 3,776 | 10,601 | | 123,568 | 664,108 |
| Eldercare | 1,501,857 | - | 1,501,857 | - | - | - | - | - | - | - | - | - |
| Other program fees | 17,565 | - | 2,358 | 15,207 | 1,357 | 13,850 | | - | - | - | - | - |
| Production/service income | 137,806 | - | - | 137,806 | 2,968 | 135,838 | - | - | - | - | - | - |
| Unrestricted contributions | 296,190 | 290,835 | 26 | 5,329 | - | 4,880 | - | - | - | - | - | 449 |
| Temporarily restricted contributions | 125,637 | 50,448 | 30,307 | 44,882 | 17,500 | 3,000 | 1,225 | - | - | - | 22,657 | 500 |
| In-kind donations | 72,877 | 52,877 | - | 20,000 | - | - | - | 20,000 | - | | - | - |
| Rental income | 6,012 | - | - | 6,012 | - | - | - | - | 6,012 | - | - | - |
| Investment income | 82,270 | 82,270 | - | - | - | - | - | - | - | - | - | - |
| Other revenues | 269,924 | 83,489 | (1,208) | 187,643 | 74,446 | 3,200 | - | 2,288 | 7,579 | 4,263 | (5,236) | 101,103 |
| Total | $ 50,718,908 | $ 559,619 | $ 1,533,340 | $ 48,624,749 | $ 1,796,130 | $ 8,743,785 | $ 21,115,896 | $ 6,138,000 | $ 7,016,039 | $ 177,784 | $ 1,042,102 | $ 2,595,013 |

The accompanying notes are an integral part
of these financial statements

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2018

| | Total Agency | General Management | Non-DDS Programs | Total DDS Programs | Service Coordination Services | Day Services | Residential Services | Combined Day and Residential Services | Family Directed Services | Independent Living Services | Family Support Services | Early Supports and Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Salaries and wages | 10,524,097 | 1,403,934 | 844,088 | 8,276,075 | 2,148,475 | 1,901,954 | 1,076,978 | 808,986 | 1,156,581 | 55,510 | 313,956 | 813,635 |
| Employee benefits | 3,412,769 | 455,752 | 206,006 | 2,751,011 | 661,189 | 523,301 | 363,965 | 414,068 | 406,441 | 29,008 | 84,307 | 268,732 |
| Payroll taxes | 760,834 | 82,848 | 63,875 | 614,111 | 154,882 | 152,873 | 77,852 | 57,237 | 85,332 | 4,078 | 23,420 | 58,437 |
| Client payments | 147,134 | - | - | 147,134 | 14,362 | 130,886 | - | 1,517 | 369 | - | - | - |
| Contracted substitute staff | 50,577 | 36,000 | - | 14,577 | 6,364 | - | - | - | - | - | - | 8,213 |
| Client treatment services | 8,491,357 | - | 490,952 | 8,000,405 | - | - | 2,562,890 | 3,494,671 | 1,676,471 | - | 266,373 | - |
| Client therapies | 3,084,273 | 7,669 | 2,236 | 3,074,368 | 307,940 | 5,764 | 778,461 | 8,304 | 1,937,250 | 3,750 | - | 32,899 |
| Accounting | 49,104 | 49,104 | - | - | - | - | - | - | - | - | - | - |
| Audit fees | 50,153 | 50,153 | - | - | - | - | - | - | - | - | - | - |
| Legal fees | 11,016 | 4,010 | 717 | 6,289 | 1,808 | 1,616 | 862 | 687 | 307 | 47 | 267 | 695 |
| Other professional fees | 257,533 | 133,352 | 8,845 | 115,336 | 63,966 | 13,009 | 20,635 | 5,862 | 4,264 | 352 | 1,996 | 5,252 |
| Subcontractors | 20,960,948 | 11,028 | 160 | 20,949,760 | 44,717 | 5,142,287 | 14,367,906 | - | 549,510 | 104,200 | - | 731,140 |
| Staff development and training | 56,788 | 22,586 | 1,287 | 32,915 | 19,247 | 3,365 | 4,264 | 2,043 | 295 | 33 | 411 | 3,257 |
| Bond and bank fees | 19,748 | 19,533 | - | 215 | 19 | - | - | - | 168 | - | - | 28 |
| Interest expense | 152,771 | 148,505 | - | 4,266 | - | 2,410 | 355 | 1,501 | - | - | - | - |
| Facility expense | 397,965 | 155,379 | 1,070 | 241,516 | 20,695 | 93,055 | 44,300 | 54,839 | 16,586 | 1,642 | 4,509 | 5,890 |
| Office expense | 73,338 | 32,750 | 1,971 | 38,617 | 10,372 | 6,813 | 6,287 | 8,268 | 703 | 112 | 465 | 5,597 |
| Client consumables | 127,848 | - | 71 | 127,777 | 5,011 | 40,311 | 17,584 | 21,884 | 42,987 | - | - | - |
| Bad debts | 24,000 | 24,000 | - | - | - | - | - | - | - | - | - | - |
| Equipment rental and maintenance | 346,548 | 84,413 | 26,785 | 235,350 | 67,502 | 60,885 | 32,196 | 25,635 | 11,445 | 1,766 | 9,975 | 25,946 |
| Depreciation and amortization | 435,776 | 53,684 | 39,104 | 342,988 | 98,605 | 88,135 | 47,032 | 37,447 | 16,718 | 2,579 | 14,571 | 37,901 |
| Advertising | 4,226 | 4,034 | 192 | - | - | - | - | - | - | - | - | - |
| Printing | 7,137 | 4,407 | 33 | 2,697 | 319 | 67 | 33 | - | 17 | - | 2,261 | - |
| Telephone and communications | 87,886 | 11,286 | 7,551 | 69,049 | 19,040 | 17,638 | 9,081 | 7,231 | 4,424 | 498 | 2,814 | 8,323 |
| Postage and shipping | 26,899 | 5,257 | 2,215 | 19,427 | 5,585 | 4,992 | 2,664 | 2,121 | 947 | 146 | 825 | 2,147 |
| Transportation | 531,041 | 7,823 | 46,892 | 476,326 | 23,702 | 265,848 | 38,584 | 42,268 | 71,277 | 5,411 | 2,543 | 26,693 |
| Assistance to individuals | 230,898 | 4,700 | - | 226,198 | 16,135 | - | 2,403 | 1,625 | - | - | 206,035 | - |
| Insurance | 121,957 | 80,224 | - | 41,733 | - | 30,664 | 3,008 | 7,773 | 288 | - | - | - |
| Membership dues and fees | 3,931 | 2,706 | 250 | 975 | 320 | 250 | - | - | - | - | - | 405 |
| In-kind expense | 72,877 | 52,877 | - | 20,000 | - | - | - | 20,000 | - | - | - | - |
| Client advocacy | 7,971 | - | - | 7,971 | 7,971 | - | - | - | - | - | - | - |
| Other expenses | 164,175 | 131,519 | 8,095 | 24,561 | 13,651 | 715 | 83 | - | (1,068) | 557 | 10,496 | 127 |
| Total | $ 50,693,575 | $ 3,079,533 | $ 1,752,395 | $ 45,861,647 | $ 3,711,877 | $ 8,486,838 | $ 19,457,423 | $ 5,023,967 | $ 5,981,312 | $ 219,689 | $ 945,224 | $ 2,035,317 |

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenues and Other Support
For the Year Ended June 30, 2017

| | Total Agency | General | Non-DDS Programs | Total DDS Programs | Service Coordination Services | Day Services | Residential Services | Combined Day and Residential Services | Family Directed Services | Independent Living Services | Family Support Services | Early Supports and Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Residential fees | 1,478,525 | - | - | 1,478,525 | - | - | 870,510 | 604,700 | 3,315 | - | - | - |
| Medicaid CCW | 37,126,340 | - | - | 37,126,340 | 1,414,827 | 7,820,286 | 16,352,904 | 4,689,789 | 5,944,128 | 81,983 | 822,423 | - |
| Medicaid ABD | 3,834,663 | - | - | 3,834,663 | 109,199 | 237,827 | 2,761,995 | 379,956 | 311,440 | 29,191 | 5,055 | - |
| Medicaid NCCW | 455,053 | - | - | 455,053 | 1,029 | - | | - | - | - | 52,301 | 401,723 |
| Medicaid EI Bundle | 1,128,330 | - | | 1,128,330 | | - | - | - | | - | - | 1,128,330 |
| Medicaid IHS | 923,543 | - | - | 923,543 | 4,842 | - | - | - | 914,359 | - | 4,342 | - |
| State of New Hampshire - DDS | 982,538 | - | - | 982,538 | 160 | 41,916 | - | 5,034 | 17,325 | - | 177,329 | 740,774 |
| Eldercare | 1,169,679 | - | 1,169,679 | - | - | - | - | - | - | - | - | - |
| Other program fees | 41,899 | 14,794 | 4,572 | 22,533 | 6,550 | 15,983 | - | - | - | - | - | - |
| Production/service income | 138,733 | - | - | 138,733 | - | 138,733 | - | - | - | - | - | - |
| Unrestricted contributions | 300,717 | 300,717 | - | - | - | - | - | - | - | - | - | - |
| Temporarily restricted contributions | 186,522 | 29,439 | 58,735 | 98,348 | 12,511 | - | - | 50,000 | 32,000 | - | 3,837 | - |
| In-kind donations | 61,563 | 41,563 | - | 20,000 | - | - | - | 20,000 | - | - | - | - |
| Investment income | 136,741 | 136,741 | - | - | - | - | - | | - | - | - | |
| Other revenues | 391,587 | 71,186 | 90,514 | 229,887 | 46,155 | 4,492 | - | 1,776 | 7,945 | 5,425 | - | 166,094 |
| Total | $ 48,356,433 | $ 594,440 | $ 1,323,500 | $ 46,438,493 | $ 1,595,273 | $ 8,259,237 | $ 19,985,409 | $ 5,751,255 | $ 7,230,512 | $ 114,599 | $ 1,065,287 | $ 2,436,921 |

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2017

| | Total Agency | General Management | Non-DDS Programs | Total DDS Programs | Service Coordination Services | Day Services | Residential Services | Combined Day and Residential Services | Family Directed Services | Independent Living Services | Family Support Services | Early Supports and Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Salaries and wages | 9,561,416 | 1,327,543 | 730,422 | 7,503,451 | 1,974,584 | 1,903,595 | 740,143 | 748,360 | 1,089,066 | 34,329 | 283,338 | 730,036 |
| Employee benefits | 3,048,033 | 477,676 | 152,098 | 2,418,259 | 519,075 | 465,593 | 278,967 | 396,419 | 335,410 | 16,600 | 126,302 | 279,893 |
| Payroll taxes | 685,280 | 86,303 | 53,780 | 545,197 | 140,421 | 150,373 | 51,708 | 50,758 | 77,908 | 2,350 | 20,281 | 51,398 |
| Client payments | 145,054 | | - | 145,054 | 10,921 | 132,516 | - | 1,517 | 100 | - | - | - |
| Contracted substitute staff | 50,275 | 32,367 | - | 17,908 | 11,893 | - | 6,015 | - | - | - | - | - |
| Client treatment services | 8,416,922 | - | 452,461 | 7,964,461 | | - | 2,745,418 | 3,362,589 | 1,606,717 | - | 259,737 | - |
| Client therapies | 2,702,833 | 4,139 | 4,652 | 2,694,042 | 238,791 | 2,285 | 554,776 | 845 | 1,880,220 | - | 4,090 | 13,035 |
| Accounting | 45,301 | 45,301 | - | - | - | | - | - | - | - | - | - |
| Audit fees | 52,890 | 52,890 | - | - | - | - | - | - | - | - | - | - |
| Legal fees | 6,396 | 964 | 531 | 4,901 | 1,448 | 1,385 | 504 | 544 | 254 | 25 | 206 | 535 |
| Other professional fees | 222,552 | 143,304 | 4,513 | 74,735 | 43,736 | 11,848 | 4,942 | 4,323 | 3,822 | 197 | 1,633 | 4,234 |
| Subcontractors | 20,511,386 | 11,083 | 440 | 20,499,863 | 26,484 | 4,706,668 | 14,046,390 | - | 941,179 | 86,304 | - | 692,838 |
| Staff development and training | 48,732 | 19,460 | 996 | 28,276 | 10,803 | 4,130 | 3,482 | 2,387 | 3,065 | 39 | 1,163 | 3,207 |
| Bond and bank fees | 59,620 | 59,592 | - | 28 | - | - | 28 | - | - | - | - | - |
| Interest expense | 137,026 | 133,481 | - | 3,545 | - | 1,866 | - | 1,679 | - | - | - | - |
| Facility expense | 343,162 | 126,005 | 1,698 | 215,459 | 22,092 | 82,090 | 13,917 | 52,858 | 29,906 | 1,990 | 5,466 | 7,140 |
| Office expense | 57,095 | 20,310 | 1,157 | 35,628 | 8,893 | 6,682 | 2,699 | 10,175 | 650 | 388 | 2,366 | 3,775 |
| Client consumables | 101,664 | - | 170 | 101,494 | 5,876 | 30,662 | 7,935 | 23,092 | 33,929 | - | - | - |
| Bad debts | 33 | 33 | - | - | - | - | - | - | - | - | - | - |
| Equipment rental and maintenance | 323,210 | 61,428 | 25,858 | 235,924 | 69,683 | 66,720 | 24,260 | 26,167 | 12,220 | 1,200 | 9,928 | 25,746 |
| Depreciation and amortization | 494,686 | 69,163 | 41,569 | 383,954 | 113,405 | 108,585 | 39,483 | 42,585 | 19,887 | 1,952 | 16,157 | 41,900 |
| Advertising | 7,532 | 6,679 | 807 | 46 | 46 | - | - | - | - | - | - | - |
| Printing | 8,265 | 5,863 | 148 | 2,254 | 744 | 273 | 62 | - | 62 | - | 57 | 1,056 |
| Telephone and communications | 86,170 | 9,067 | 7,149 | 69,954 | 19,502 | 19,158 | 6,790 | 7,323 | 5,225 | 336 | 2,779 | 8,841 |
| Postage and shipping | 23,525 | 3,507 | 1,952 | 18,066 | 5,364 | 5,097 | 1,854 | 1,999 | 934 | 92 | 759 | 1,967 |
| Transportation | 503,810 | 2,910 | 36,330 | 464,570 | 23,102 | 270,176 | 21,878 | 32,891 | 83,095 | 3,853 | 2,501 | 27,074 |
| Assistance to individuals | 287,127 | 1,350 | 3,011 | 282,766 | 15,753 | - | 33,001 | 2,951 | 11,627 | - | 219,434 | - |
| Insurance | 123,431 | 81,736 | - | 41,695 | - | 33,050 | 1,641 | 6,725 | 279 | - | - | - |
| Membership dues and fees | 3,687 | 2,033 | 210 | 1,444 | 519 | 490 | 30 | - | - | - | - | 405 |
| In-kind expenses | 61,563 | 41,563 | - | 20,000 | - | - | - | 20,000 | - | - | - | - |
| Client advocacy | 19,022 | - | - | 19,022 | 19,022 | - | - | - | - | - | - | - |
| Other expenses | 192,979 | 141,301 | 864 | 50,814 | 17,152 | 806 | 58 | 58 | 30,846 | - | 1,601 | 293 |
| Total | $ 48,330,677 | $ 2,967,051 | $ 1,520,816 | $ 43,842,810 | $ 3,299,309 | $ 8,004,048 | $ 18,575,981 | $ 4,796,245 | $ 6,166,401 | $ 149,655 | $ 957,798 | $ 1,893,373 |

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

Note 1 - Organization and Summary of Significant Accounting Policies

(A) Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

(B) Financial Statement Preparation

These financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting. All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

The Agency and the Organization report information regarding their financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(C) Cash and Cash Equivalents

The Agency considers all highly liquid debt instruments with original maturities of seven months or less to be cash equivalents.

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Deposits totaling approximately $3,600,000 at June 30, 2018, are not covered by the FDIC, however, approximately $3,168,000 of this amount is collateralized by repurchase agreements.

Note 1 - (D) Receivables

Receivables are stated at unpaid balances, less an allowance for doubtful accounts. The allowance is based on past experience, the provisions of third-party contracts and other circumstances which may affect the ability of individuals to meet their obligations. Receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

(E) Property, Equipment and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Assets with a useful life in excess of one year and costing over $1,000 are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost or donated value of the assets over their estimated useful lives.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as restricted support. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

(F) Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. The group annuity contract, for which a readily determinable fair value is not available, is measured, as a practical expedient, at its net asset value. The fair value measurement is made using the fair value hierarchy prescribed by current accounting standards (see Note 4). Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.

Investment income is comprised of the following, for the years ended June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| Interest income | 2,911 | 1,003 |
| Unrealized gains on investments | 79,359 | 135,738 |
| | $ 82,270 | $ 136,741 |

Note 1 - (F) Investments (Continued)

The Agency invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

(G) Contributions

All contributions (including cash, fixed assets or other assets) are considered to be available for unrestricted use unless use of the donated assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted support. Amounts received that are restricted to investment in perpetuity are reported as permanently restricted support.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

(H) In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. Donated services are not included in these financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

(I) Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, expenses have been allocated by the Agency to the programs and supporting services benefited.

(J) Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

Note 1 - (J) Tax Status (Continued)

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, through June 30, 2018, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition.

Note 2 - Property and Equipment

As of June 30, 2018, and 2017, property and equipment consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Land | 176,243 | 176,243 |
| Buildings and improvements | 7,182,401 | 6,996,730 |
| Equipment and furnishings | 814,655 | 786,369 |
| Computers and software | 1,895,692 | 1,736,067 |
| Vehicles | 569,692 | 262,386 |
| Construction-in-progress | - | 100,936 |
| | 10,638,683 | 10,058,731 |
| Less: accumulated depreciation | 4,977,814 | 4,580,737 |
| | $ 5,660,869 | $ 5,477,994 |

Note 3 - Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds $48,332 of permanently restricted funds as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency. In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgement of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere. The current market value of each fund is included in the accompanying statements of financial position, as required by current accounting standards, as follows:

| | 2018 | 2017 |
|---|---|---|
| Moore Center Services, Inc. Fund | 135,094 | 130,851 |
| Thomas M. Burke Fund (See Note 10) | 60,990 | 59,075 |
| | $ 196,084 | $ 189,926 |

Note 3 - Funds Held by Others (Continued)

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the statements of financial position, and is therefore not included. The market value of this Fund's assets at June 30, 2018 and 2017 was $43,736 and $42,362, respectively.

Note 4 - Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets or observable inputs other than quoted market prices; and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority. The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments.

An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used must maximize the use of observable inputs and minimize the use of unobservable inputs.

The following tables set forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Agency's assets and liabilities as of June 30, 2018 and 2017:

| | 2018 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Assets: | | | | |
| Interest in assets held by New Hampshire Charitable Foundation | - | - | 196,084 | 196,084 |
| Mutual funds: | | | | |
| Mixed asset target | 841,192 | - | - | 841,192 |
| International | 22,636 | - | - | 22,636 |
| Small capitalization | 25,133 | - | - | 25,133 |
| Mid-capitalization | 51,052 | - | - | 51,052 |
| Large capitalization | 103,772 | - | - | 103,772 |
| Bond fund | 24,185 | - | - | 24,185 |
| High yield | 11,977 | - | - | 11,977 |
| | $ 1,079,947 | $ - | $ 196,084 | $ 1,276,031 |
| Liabilities: | | | | |
| Interest rate swap agreement | $ - | $ 507,826 | $ - | $ 507,826 |

Note 4 - Fair Value Measurements (Continued)

| | 2017 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Assets: | | | | |
| Interest in assets held by New Hampshire Charitable Foundation | - | - | 189,926 | 189,926 |
| Group annuity contract measured at NAV* | - | - | - | 1,039,223 |
| | $ - | $ - | $ 189,926 | $ 1,229,149 |
| Liabilities: | | | | |
| Interest rate swap agreement | $ - | $ 689,217 | $ - | $ 689,217 |

* In accordance with current accounting standards, certain investments that were measured at NAV per share (or its equivalent) have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the statements of financial position.

The inputs or methodolgy used for valuing securities are not necessarily indicative of the risk associated with investing in those securities.

The changes in the fair value of the Agency's Level 3 assets for the years ended June 30, 2018 and 2017, are as follows:

| | 2018 | 2017 |
|---|---|---|
| Balance, beginning of year | 189,926 | 175,112 |
| Total realized and unrealized gains | 14,881 | 23,682 |
| Fees | (1,295) | (1,263) |
| Distributions | (7,428) | (7,605) |
| Balance, end of year | $ 196,084 | $ 189,926 |

The group annuity contract and the interest rate swap agreement have been valued using the market approach. The fair value of the interest rate swap agreement (see Note 8) was determined using the multiple yield curve framework. The group annuity contract is stated at net asset value, as determined by the issuer of the account based on the fair value of the underlying investments. The group annuity contract is invested in a variety of equity and fixed income registered mutual funds. There are no unfunded commitments or restrictions on redemptions. Participant transactions (issuances and redemptions) may occur daily and are transacted at the latest net asset value. During 2018, the group annuity contract was closed, and the assets were transferred to another vendor under which the investments are classified as level 1 in the hierarchy.

The fair value of the interest in assets held by the New Hampshire Charitable Foundation (NHCF) is based on the Agency's proportional share of the funds managed by NHCF (Note 3). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including audited financial statements of the investment funds (level 3).

Note 4 - Fair Value Measurements (Continued)

The carrying amounts reflected in the statements of financial position for cash and cash equivalents, receivables, accounts payable, accrued expenses and the deferred compensation obligation approximate fair value given the short-term nature of these instruments. The Agency estimates that the carrying amounts of its debt obligations approximate their fair value due to the variable interest rates contained in the bond and note instruments.

Note 5 - Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued $4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bond issue has two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of $3,635,000 and Tranche II in the amount of $660,000. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. During 2018, the bonds were purchased by a bank who will hold the bonds in private placement. As a result, the sinking fund is no longer required as all bond payments will be made directly to the bond holder. The balance of the sinking fund at the time of private placement was returned to the Agency. The bonds mature on September 1, 2037; however, as part of the private placement, unless the bank agrees to extend its commitment to hold the bonds, all outstanding principal and interest shall be due and payable on the initial put date, August 1, 2027. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2018 and 2017 was 1.33% and .92%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture. The bonds were secured by an irrevocable direct pay letter of credit from a bank in the amount of $3,577,614 as of June 30, 2017. This letter of credit was closed in 2018.

The scheduled future bond maturities are as follows:

| Year Ending June 30, | |
|---|---|
| 2019 | 105,000 |
| 2020 | 110,000 |
| 2021 | 115,000 |
| 2022 | 120,000 |
| 2023 | 125,000 |
| Thereafter | 2,865,000 |
| | $ 3,440,000 |

Note 6 - Notes Payable

Notes payable consisted of the following as of June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| Mortgage note payable to a bank in monthly installments for principal and interest of $713, with interest calculated based on the Federal Home Loan Bank rate plus 3% (5.47% and 4.45% at June 30, 2018 and 2017, respectively). The final note payment is due in July 2020 and the note is collateralized by a first mortgage on certain real estate of the Organization. | 20,860 | 28,265 |
| 4.29% - 5.74% notes payable to a bank in combined monthly installments for principal and interest of $2,119 through October 2020, decreasing thereafter through May 2023. The notes are collateralized by various agency vehicles. | 93,504 | 22,611 |
| 3.55% - 3.85% notes payable to a bank in combined monthly installments for principal and interest of $5,984 through August 2018, decreasing thereafter through May 2023. The notes are collateralized by various agency vehicles. | 241,359 | 62,715 |
| 1.00% unsecured notes payable to a lender in monthly installments for principal and interest of $2,495 through July 2020, decreasing thereafter through August 2022. | 80,793 | 62,282 |
| | 436,516 | 175,873 |
| Less: current portion | 116,895 | 59,450 |
| Long-term portion | $ 319,621 | $ 116,423 |

The scheduled maturities of notes payable as of June 30, 2018 were as follows:

| | |
|---|---|
| 2019 | 116,895 |
| 2020 | 115,945 |
| 2021 | 76,192 |
| 2022 | 68,949 |
| 2023 | 58,535 |
| | $ 436,516 |

Note 7 - Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of $3,500,000. The line-of-credit is secured by the Agency's assets and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 5.50% and 4.75% at June 30, 2018 and 2017, respectively. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on February 28, 2019. The Agency is required to maintain a minimum debt service coverage ratio (as defined) throughout the term of the agreement. As of June 30, 2018 and 2017, there was no balance outstanding on the line-of-credit.

Note 8 - Derivative Instruments

As disclosed in Note 5, the mortgage bonds bear interest at a variable rate, which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche 1 bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying statements of financial position, and the change in the agreement's fair value is recognized in the statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2018 and 2017 was $507,826 and $689,217, respectively (see Note 4).

Note 9 - Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2018 and 2017, no employer contributions were credited to participant accounts. In addition, investment gains of $65,773 in 2018 and $113,320 in 2017 were allocated to the participant accounts. At June 30, 2018 and 2017, the Agency's obligation under this deferred compensation plan totaled $1,079,947 and $1,038,723, respectively. The Agency has invested in mutual funds in 2018 and in a group annuity contract in 2017 (see Note 4) to help fulfill its obligations under the plan.

Note 10 - Restrictions of Net Assets

Temporarily restricted net assets were restricted for the following purposes at June 30, 2018 and 2017:

| | 2018 | 2017 |
|---|---|---|
| Building renovations | - | 100,000 |
| Case management | 23,948 | - |
| Family support | 20,000 | - |
| Information technology | 25,000 | - |
| Other | 46,689 | 19,465 |
| Total temporarily restricted net assets | $ 115,637 | $ 119,465 |

Permanently restricted net assets represent a distribution received from a trust which requires the funds to be set aside in a separate permanent fund (see Note 3). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities. Permanently restricted net assets totaled $48,332 at June 30, 2018 and 2017.

Note 11 - Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2018 and 2017 amounted to $173,377 and $146,260, respectively.

Note 12 - Fundraising Expenses

During the years ended June 30, 2018 and 2017, the Agency incurred fundraising expenses of $297,672 and $261,027, respectively.

Note 13 - Related Party Transactions

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Note 14 - Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment, with terms generally ranging from one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2018 and 2017, amounted to $133,139 and $146,254, respectively.

Note 14 - Commitments (Continued)

The approximate future minimum lease payments on the above operating leases are as follows:

| | |
|---|---|
| 2019 | 108,588 |
| 2020 | 76,967 |
| 2021 | 57,732 |
| | $ 243,287 |

Note 15 - Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies. Management believes that the results of any audit would not have a material effect on the financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the financial statements.

Note 16 - Concentration of Risk

For the years ended June 30, 2018 and 2017, approximately 90% of the Agency's total revenue and support was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On June 30, 2017, the Agency was redesignated as an approved provider through September 30, 2021.

Note 17 - Change in Accounting Principle

During 2018, the Agency adopted ASU 2015-07 for investments measured at net asset value. The guidance removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient and limits the related disclosures. The Agency adopted this ASU in order to conform to standard practices and to assist the users of the financial statements in comparing similar entities. The impact of this change is not material.

Note 18 - Subsequent Events

Management has evaluated subsequent events through October 9, 2018, the date when the financial statements were available to be issued.

**THE MOORE CENTER**
**BOARD OF DIRECTORS**
**2019**

**OFFICERS**
**Arthur Sullivan, Chair**
**Mark Lore, Vice Chair**
**Debra Davis Thum, Treasurer**
**Heidi Copeland, Secretary**

**Mary Ann Aldrich**
Office: Dartmouth-Hitchcock
100 Hitchcock Way
Manchester, NH 03104
Phone: 695-2500
E-Mail:
Mary.Ann.Aldrich@Hitchcock.ORG

**Justin Benton**
Office: Executive Health & Sports Center
1 Highlander Way
Manchester, NH 03103
Phone: 641-1313 ext. 323
Fax: 623-0714
Cell: 682-0765
Email: Justin@ehsc.com

**Jake Berry**
Office: New Futures
10 Ferry Street, Suite 307
Concord, NH 03301
Phone: (603) 225-9540
E-Mail: jberry@new-futures.org

**Heidi Copeland** (*)
Office: Business NH Magazine
80 Canal Street, Suite 203
Manchester, NH 03101
Phone: 603-626-6354 (x210)
Fax: 603-626-6359
Email:
hcopeland@BusinessNHMagazine.com

**Dan Cronin (HONORARY MEMBER)**
Office: CGI Employee Benefits Group
171 Londonderry Turnpike
Hooksett, NH 03106
Phone: 622-4600 (x223)
E-Mail:
dcronin@cgibenefitsgroup.com

**Rick Elwell** (*)
Cell: 493-5262
E-Mail: bhd132@aol.com

**Joe Kenney**
Office: The Provident Bank
Goffe Mill Plaza
115 South River Road
Bedford, NH 03110
Phone: 203-9987
Email:
jkenney@theprovidentbank.com

**Matt Kfoury**
Office: Central Paper Products
350 Gay Street
Brown Ave Industrial Park
Manchester, NH 03103
Phone: 624-4065
Fax: 624-8795
E-mail: mkfoury@centralpaper.com

**Ralf Kraemer**
Office: Kluber Lubrication
32 Industrial Drive
Londonderry, NH 03053
Phone: (603) 647-4104
Email: Ralf.Kraemer@us.kluber.com

**Mark Lore** (*)
Phone: (603) 566-9444
Email: marklore713@gmail.com

**Sue Majewski**
Office: Bedford Ambulatory Surgery Center
11 Washington Place
Bedford, NH 03110
Phone: (603) 622-3670
E-Mail:
smajewski@bedfordsurgical.com

**Cathy Schmidt**
Office: McLane Middleton
900 Elm Street
Manchester, NH 03101
Phone: 628-1414
Fax: 625-5650
Email: cathy.schmidt@mclane.com

**Chris Sharpe**
Office: Cross Insurance Agency
1100 Elm Street
Manchester, NH 03101
Phone: 669-3218
Fax: 645-4331
Email: csharpe@crossagency.com

**Arthur Sullivan** (*)
Office: Brady Sullivan Properties
670 Commercial Street
Manchester, NH 03101
Phone: (603) 622-6223
Email: asullivan@bradysullivan.com

**Ed Sullivan**
Office: Welch & Forbes, LLC
45 School Street
Boston, MA 02108
Phone: (617) 557-9843
Email: esullivan@welchforbes.com

**Debra Davis Thum** (*)
Office: Bank of New Hampshire
705 Hooksett Road
Manchester, NH 03104
Office: (603) 528-8156
Phone: (603) 455-0359
Email: Thum@banknh.com

(*) = Represents Consumers

# Paul S. Boynton

paul.boynton@moorecenter.org

## Profile

Highly qualified non-profit executive with expertise in strategic planning, business development, operations, fund raising and board development. Ability to develop and then translate critical and complex strategies into effective plans. Consistent delivery of results as demonstrated by the satisfaction of internal and external customers. Able to operate and be influential in local, state and national arenas and in politically complex and challenging situations. Decisive and action-oriented with a focus on strategic leadership issues. Open, collaborative leadership style that promotes personal and organizational integrity and continuous improvement. A leader with more than a 35-year history in the healthcare, human services and non-profit world. Currently President and CEO of non-profit corporation with $40 million annual budget and workforce of 450.

## Skills Summary

- Strategic/big picture thinker
- High degree of personal integrity
- Coach/Motivator/Team Builder
- Relationship builder
- Teacher/counselor
- Print and broadcast media savvy
- Entrepreneur
- Collaborator
- Action-oriented management style
- Board leadership
- Exceptional verbal and written skills
- Inspirational speaker
- Creative problem solver
- Astute decision maker
- New program development

## Professional Experience

**STRATEGIC PLANNING**. Identifies, analyzes and interprets emerging trends, competitive market position and available opportunities so specific actions can be planned with an emphasis on prioritization and resource allocation. Plays a leadership role with the Board, senior leadership and other key stakeholders to shape and guide the evolution, development and execution of the strategic plan.

**PUBLIC RELATIONS & DEVELOPMENT/FUNDRAISING**. Understands the fundamentals of public relations from both a strategic and crisis perspective. Sought out for expert commentary. Direct experience with capital campaigns from concept and feasibility study through implementation. Created a new Development Department including initiatives in the areas of planned giving, special events, annual appeals and grants.

**COMMUNITY COLLABORATION**. Highly visible, resourceful community leader. Operates within the larger community to create collaborations that benefit the greater good while advancing the organization's mission and goals. Highly effective at forming advantageous partnerships for all parties. Active on many non-profit boards and advisory groups throughout the state.

**TURNAROUND AGENT**. Led a comprehensive organizational turnaround including financial, operations, quality and culture. Hired as CEO to bring an organization from a $ 500K annual loss to a financially stable position. Delivered surplus budgets for 14 years and oversaw the purchase of a permanent new home for the organization.

## Employment History

**MOORE CENTER SERVICES, INC.** – Manchester, NH, President & CEO, 1997-Present

**EASTER SEAL SOCIETY OF NH** – Manchester, NH, Vice President, 1985-1997
Rehabilitation Center Director, 1982-1985
Director of Special Education, 1978-1985
Director of Social Services, 1971-1978

## Education

GODDARD COLLEGE – Plainfield, VT
MA in Counseling, 1976

UNIVERSITY OF NH - Durham, NH
BA in Social Work, 1973

## Professional Associations
## Current and Recent

**STATE WORKFORCE INVESTMENT BOARD,** Concord, NH – Member of the Board of Directors

**CATHOLIC MEDICAL CENTER**, Manchester, NH – Past Secretary of the Board of Directors, Past Member of the Executive Committee, Past Member of the Nominating Committee, Past Member of the Development Advisory Committee, Past Chair of the Strategic Planning Committee

**BEDFORD AMBULATORY SURGICAL CENTER, LLC**, Bedford, NH – Past Member of the Board of Directors

**SENIORS COUNT**, Manchester, NH – Past Chair of the Collaborative Council

**MUSICIANS FOR A CAUSE,** Londonderry, NH – Past Member of the Board of Directors

**PASTORAL COUNSELING SERVICES**, Manchester, NH – Past Chair of the Board of Directors

**SPECIAL OLYMPICS OF NEW HAMPSHIRE**, Manchester, NH – Past member of the Board of Directors

## Additional Accomplishments

**MANCHESTER COMMUNITY TELEVISION**, Manchester, NH – Host of "YES" TV Show

**"BEGIN WITH YES,"** Manchester, NH – Consultation/Corporate Coaching

**SHAUGNESSY FINANCIAL GROUP & EXCEPTIONAL PARENT MAGAZINE** – EP Maxwell J. Schleifer "Distinguished Service Award" recipient

**PASTORAL COUNSELING SERVICES**, Manchester, NH – "Good Samaritan Award" recipient for Media / Arts

**THE CORPORATE FUND**, Walter J. Dunfey Award for "Excellence in Management" Award Recipient on behalf of Moore Center Services.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**, Manchester, NH – "Community Partner Leadership Award" recipient on behalf of Moore Center Services.

**JOURNEYMEN MAGAZINE**, Editor/Publisher

**NUMEROUS PUBLICATIONS**

## Websites of Interest:

www.moorecenter.org www.beginwithyes.com www.yesontv.com

# JANET C. BAMBERG

Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

- Strategic Planning
- Financial Analysis
- Profit Center Budgeting
- General / Operations Management
- Program / Organizational Restructuring
- Change Management
- Mergers / Acquisitions
- Third Party Reimbursement
- Utilization Management
- Contract Negotiations
- Service Delivery Design

An intuitive leader, coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

## EXPERIENCE

**MOORE CENTER SERVICES,** Manchester, NH 2005- present

*A $55M Human Services organization serving adults and children in the greater Manchester area*

**Executive Vice President and Chief Financial Officer**

Functions as the COO in addition to CFO responsibilities listed below.

**Chief Financial Officer**

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Oversight of the strategic planning process

**JANET BAMBERG CONSULTANTS,** Newbury, MA 1999-2005

**An independent consultant and corporate coach. Recent engagements include:**

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a $25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

**VNA CARE NETWORK, INC.,** Waltham, MA 1996-1999

*A $26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.*

**Chief Operating Officer** (1997-1999)

Responsible for overall operations of organization's home health care business. ($21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.

- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

**Vice President Systems Management and Quality** (1996-1997)

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

**MASSACHUSETTS EASTER SEAL SOCIETY**, Worcester, MA 1987-1996

*A $12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.*

**Vice President Programs and Services** (1991-1996)

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a $1.3M operation with an annual deficit to a self-supporting $7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

**Director of Rehabilitation Services** (1988-1991)

- Created and defined this new position combining management of the three fee program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

**Director of Home Health Care** (1987-1988)

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

**HEALTH CARE MANAGEMENT ASSOCIATES, INC.**, Lynnfield MA 1986-1987

**Associate**

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

**QUALITY CARE, INC.** Rockville Centre, NY 1983-1986

**Director of Medicare Support Services** (1985-1986)

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to

comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.

**Medicare Specialist** (1984-1985)

Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

**Administrator** (1983-1984)

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

## Board and Community Service

- Board Member The Riverwoods Group 2016-present
- Board Chair and founding Board Member of Granite State Health and Human Services Trust (a newly formed self-insured worker's compensation trust) 2018-present
- Board Member and Board Chair for Birch Hill Terrace 2006-2018
- Board Chair Millwest Condominium Association, Manchester, NH 2010-2015

## EDUCATION

**MBA,** University of Massachusetts, Amherst, MA, 1983
Teaching Assistant, School of Management

**BS, Major in Nursing,** North College Park, Chicago, IL, 1978

**Certified Corporate Business Coach.** Corporate Coach University, 2001

**CONTRACTOR NAME**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---|---|---|---|---|
| Paul Boynton | President & CEO | $175,677 | 0 | 0 |
| Janet Bamberg | Executive VP & CFO | $144,851 | 0 | 0 |
| Celia Calkins | Director, Case Management | $58,011 | 0 | 0 |
| Melissa Durocher | Manager, Case Management | $39,770 | 0 | 0 |
| Sharon Bray | Manager, Case Management | $41,371 | 0 | 0 |
| Donna Raiche | Manager, Clinical Case Management | $53,040 | 0 | 0 |

Subject: Developmental and Acquired Brain Disorder Services (SS-2020-BDS-01-DEVEL-01)

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

## AGREEMENT

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

## GENERAL PROVISIONS

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Northern Human Services | | 1.4 Contractor Address<br>87 Washington Street<br>Conway NH 03818 | |
| 1.5 Contractor Phone Number<br>603-447-3347 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$7,021,128 |
| 1.9 Contracting Officer for State Agency<br>Nathan White<br>Director | | 1.10 State Agency Telephone Number<br>603-271-9631 | |
| 1.11 Contractor Signature<br>Madelene P. Costello | | 1.12 Name and Title of Contractor Signatory<br>Madelene Costello, President | |

1.13 Acknowledgement: State of NH, County of Carroll

On May 3, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Seal: SUSAN WIGGIN NOTARY PUBLIC STATE OF NH - MY COMMISSION EXPIRES SEPTEMBER 24, 2019

Susan Wiggin

1.13.2 Name and Title of Notary or Justice of the Peace

Susan Wiggin, Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division of LTSS |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | Director, On: |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | On: 5/24/2019 |
| 1.18 Approval by the Governor and Executive Council *(if applicable)*<br>By: | On: |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials MPC
Date 5/3/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials MAC
Date 5/13/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

*15.2* To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Contractor Initials MC
Date 5/3/19

## Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services.

1.4.3. PART He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community.

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences.

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications.

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services, as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department, upon request, documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.4. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI):

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individuals for whom there is an unmet need, the Contractor shall respond to the corrective action request within fifteen (15) working days, and shall ensure that the need is met. The Contractor shall document any corrective actions in the service coordination case notes. Corrective actions may include, but are not limited to, ensuring that the individuals with unmet needs are added to a waitlist for funding.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval, and agrees that the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Agreement with Local Community Mental Health Center:

2.5.1. The Contractor shall work with the Community Mental Health Center that serves the region to address processes that enable collaboration for the following:

2.5.1.1. Services for those dually eligible for both organizations.

2.5.1.2. Transition plans for youth leaving children's services.

2.5.1.3. An Emergency Department protocol for individual's dually eligible.

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital.

2.5.1.5. An annual orientation for case management/intake staff of both organizations.

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. Risk Management:

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. Wait List Registry:

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the waitlist, no later than thirty (30) days after the change of status.

2.7.3. The Contractor shall enter all required information into the Wait List Registry to document the need for funding and services.

2.7.4. The Contractor shall rank when the individual is receiving Waitlist Funding, and remove each individual from the Wait List Registry within 5 Days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.5. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than thirty (30) days from the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall notify the Department, and shall provide an explanation for the delay.

2.7.6. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. Out of State Placements:

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, but such living arrangements must be approved by Department on a case-by-case basis.

2.9. Employment Data System (EDS):

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. NHLeads:

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. No Wrong Door System:

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6.

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long-term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:

2.11.4.1. ServiceLink.

2.11.4.2. Area Agencies.

2.11.4.3. DHHS Division of Economic and Housing Stability.

2.11.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. Complaint Investigation

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and shall follow through with the recommendations that are made from both founded and unfounded reports.

2.13. CMS Corrective Action Plan and New Requirements Compliance

2.13.1. The Contractor agrees to work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi).

2.14. Maintenance of Fiscal Integrity

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow

Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Area Agencies that operate as dual agencies for Behavioral Health and Developmental Disabilities services shall break out these statements separately for Developmental Disabilities (DD) & Bureau of Mental Health Services (BHMS). Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand:

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio:

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio:

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.
c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets:

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost

centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines:

2.14.9.1. If the Contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 1 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules

He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 300 | 300 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the Department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 485 | 81 | 67 | 337 | 40358 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 12.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 464 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ three (3) Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of zero (0) individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $0 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 Northern Human Services

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 39 | 69,257 |
| **Community Participation Services** | | | |
| | Day | 190 | 683,970 |
| | SEP | 37 | 74,207 |
| **In Home Support Services** | | | |
| | In Home Supports | 36 | 434 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 57 | 243,021 |
| | Residential | 65 | 23,603 |
| **Residential Services** | | | |
| | Residential | 155 | 53,705 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 15 | 42,170 |
| | Residential | 18 | 6,570 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 69 | 826 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

**3. Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $111,748.

**4. Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed

practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

4.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $1500.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental

Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A

submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty

(60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



Contractor Initials EJ
Date 5/3/19

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities. before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis



Contractor Initials EJ
Date 5/3/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Contractor Initials EJ
Date 5/3/19

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



Contractor Initials EJ
Date 5/3/19

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state. zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO

## CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO



Contractor Initials EJ
Date 5/3/19

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences. facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | Northern Human Services |
| The State | Name of the Contractor |
| Deborah D. Scheetz | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | Eric Johnson |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/3/19 |
| Date | Date |

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/3/19
Date

Name: Eric Johnson
Title: CEO

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073973059

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. 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: **62362**

Certificate Number : **0004513873**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2019.

William M. Gardner
Secretary of State

# CERTIFICATE OF VOTE

I, James Salmon, do hereby certify that:
(Name of the elected Officer of the Agency - cannot be Contract Signatory)

1. I am a duly elected Officer of Northern Human Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on January 21, 2019:
(Date)

**RESOLVED:** That the President
(Name of Contract Signatory)

is hereby authorized on behalf of this Agency to sign any and all necessary documents in order to enter into a contract/addendum/amendment with the State of NH, DHHS, Bureau of Developmental Services.

**RESOLVED:** That the CEO

is hereby authorized on behalf of this Agency to sign all Exhibits and any amendments to the Exhibits with the State of NH, DHHS, Bureau of Developmental Services.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 6th day of May 2019
(Date Contract Signed)

4. Madelene Costello is the duly elected President, and Eric Johnson the CEO.
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Carroll

The forgoing instrument was acknowledged before me this 6th day of May 2019,

By James Salmon
(Name of Elected Officer of the Agency)

SUSAN WIGGIN NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES SEPTEMBER 27, 2022

(Notary Public/Justice of the Peace)

Commission Expires: 9/27/22

Client#: 1010836 NORTHHUM

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Christine.skehan |
|---|---|
| USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):<br>E-MAIL ADDRESS: Christine.skehan@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Insurance Company | 32204 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR | | | PHPK1963907 | 03/31/2019 | 03/31/2020 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | PHPK1963907 | 03/31/2019 | 03/31/2020 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB [X] OCCUR | | | PHUB670563 | 03/31/2019 | 03/31/2020 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED [X] RETENTION $10000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Prof Liab - entit | | | PHPK1963907 | 03/31/2019 | 03/31/2020 | 1,000,000/3,000,000 | |
| A | Phys Prof | | | PHPK1963907 | 03/31/2019 | 03/31/2020 | 1,000,000/3,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.
Evidence of insurance.

**CERTIFICATE HOLDER**

NH DHHS
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

© 1988-2015 ACORD CORPORATION. All rights reserved.


The ACORD name and logo are registered marks of ACORD

Client#: 1010836 NORTHHUM

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Christine.Skehan | |
|---|---|---|
| USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 | FAX (A/C, No): |
| | E-MAIL ADDRESS: Christine.Skehanusi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : NH Employers Insurance Company | 13083 |
| INSURED<br>Northern Human Services, Inc.<br>87 Washington Street<br>Conway, NH 03818-6044 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | ECC60040004322018A | 09/30/2018 | 09/30/2019 | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence

Evidence of Insurance.

**CERTIFICATE HOLDER**

NH DHHS
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

CASCA

## Statement of Mission

To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.

## Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

# NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**
**AND**
**INDEPENDENT AUDITORS' REPORT**

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

# NORTHERN HUMAN SERVICES, INC.

## JUNE 30, 2018 AND 2017

## TABLE OF CONTENTS


| | Page(s) |
|---|---|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statements of Financial Position | 3 |
| Statement of Activities | 4 |
| Statements of Cash Flows | 5 |
| Statement of Functional Expenses, Totals for All Programs | 6 |
| Statement of Functional Expenses, Mental Health | 7 - 11 |
| Statement of Functional Expenses, Developmental Services | 12 - 14 |
| Notes to Financial Statements | 15 - 24 |
| Supplementary Information: | |
| Schedule of Functional Revenues and Expenses, Totals for All Programs | 25 |
| Schedule of Functional Revenues and Expenses, Mental Health | 26 - 30 |
| Schedule of Functional Revenues and Expenses, Developmental Services | 31 - 33 |

Leone, McDonnell & Roberts
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

## INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2018.

**Management's Responsibility for the Financial Statements**
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2018 and 2017, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**
We have previously audited Northern Human Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 25 - 33 is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leon, McDonnell & Roberts
Professional Association

October 16, 2018
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

## ASSETS

| | 2018 | 2017 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash and cash equivalents, undesignated | $ 10,319,006 | $ 7,969,686 |
| Cash and cash equivalents, designated | 318,202 | 318,202 |
| Accounts receivable, less allowance of $291,000 and $168,000 for 2018 and 2017, respectively | 1,431,724 | 1,496,143 |
| Grants receivable | 103,744 | 57,860 |
| Assets, limited use | 619,951 | 601,753 |
| Due from related party | - | 202,643 |
| Prepaid expenses and deposits | 294,263 | 248,922 |
| Total current assets | 13,086,890 | 10,895,209 |
| **PROPERTY AND EQUIPMENT, NET** | 527,343 | 500,167 |
| **OTHER ASSETS** | | |
| Investments | 1,880,097 | 1,753,278 |
| Cash value of life insurance | 413,777 | 395,330 |
| Total other assets | 2,293,874 | 2,148,608 |
| Total assets | $ 15,908,107 | $ 13,543,984 |

## LIABILITIES AND NET ASSETS

| | | |
|---|---|---|
| **CURRENT LIABILITIES** | | |
| Accounts payable and accrued expenses | $ 370,452 | $ 329,851 |
| Wages payable | 1,711,570 | 1,548,199 |
| Compensated absences payable | 704,026 | 701,325 |
| Other grants payable | 69,801 | 13,134 |
| Refundable advances | 337,926 | 299,311 |
| Deferred revenue | 115,685 | 47,800 |
| Refundable advances, maintenance of effort | 971,522 | 32,053 |
| Client funds held in trust | 294,867 | 276,337 |
| Due to related party | 44,689 | - |
| Total liabilities | 4,620,538 | 3,248,010 |
| **NET ASSETS** | | |
| Unrestricted | | |
| Undesignated | 10,713,605 | 9,721,921 |
| Board designated | 318,202 | 318,202 |
| Total unrestricted | 11,031,807 | 10,040,123 |
| Temporarily restricted | 3,345 | 3,434 |
| Permanently restricted | 252,417 | 252,417 |
| Total net assets | 11,287,569 | 10,295,974 |
| Total liabilities and net assets | $ 15,908,107 | $ 13,543,984 |

**See Notes to Financial Statements**

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Unrestricted | Temporarily Restricted | Permanently Restricted | 2018 Total | 2017 Total |
|---|---|---|---|---|---|
| **PUBLIC SUPPORT** | | | | | |
| State and federal grants | $ 927,662 | $ - | $ - | $ 927,662 | $ 888,151 |
| Other public support | 553,387 | - | - | 553,387 | 493,536 |
| Local and county support | 306,732 | - | - | 306,732 | 138,189 |
| Donations | 24,296 | - | - | 24,296 | 276,125 |
| Total public support | 1,812,077 | - | - | 1,812,077 | 1,796,001 |
| **REVENUES** | | | | | |
| Program service fees | 37,962,172 | - | - | 37,962,172 | 36,254,601 |
| Production income | 437,758 | - | - | 437,758 | 442,276 |
| Other revenues | 261,640 | - | - | 261,640 | 346,437 |
| Total revenues | 38,661,570 | - | - | 38,661,570 | 37,043,314 |
| Total public support and revenues | 40,473,647 | - | - | 40,473,647 | 38,839,315 |
| **EXPENSES** | | | | | |
| Program Services | | | | | |
| Mental health | 10,914,180 | - | - | 10,914,180 | 10,844,235 |
| Developmental services | 23,962,509 | - | - | 23,962,509 | 23,170,804 |
| Total program services | 34,876,689 | - | - | 34,876,689 | 34,015,039 |
| General management | 4,774,159 | - | - | 4,774,159 | 4,623,175 |
| Total expenses | 39,650,848 | - | - | 39,650,848 | 38,638,214 |
| **EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES** | 822,799 | - | - | 822,799 | 201,101 |
| **NON-OPERATING INCOME (LOSS)** | | | | | |
| Investment return | 139,759 | - | - | 139,759 | 208,213 |
| Gain on sale of property | - | - | - | - | 123 |
| Change in cash value of life insurance | 18,447 | - | - | 18,447 | 16,801 |
| Interest income | 7,936 | 2,654 | - | 10,590 | 2,334 |
| Net assets released from restrictions | 2,743 | (2,743) | - | - | - |
| Total non-operating income (loss) | 168,885 | (89) | - | 168,796 | 227,471 |
| Change in net assets | 991,684 | (89) | - | 991,595 | 428,572 |
| **NET ASSETS, BEGINNING OF YEAR** | 10,040,123 | 3,434 | 252,417 | 10,295,974 | 9,867,402 |
| **NET ASSETS, END OF YEAR** | $ 11,031,807 | $ 3,345 | $ 252,417 | $ 11,287,569 | $ 10,295,974 |

**See Notes to Financial Statements**

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

| | 2018 | 2017 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Change in net assets | $ 991,595 | $ 428,572 |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 194,292 | 162,274 |
| Unrealized gain on investments | (82,953) | (145,139) |
| Realized gain on investments | (23,391) | (33,703) |
| Gain on sale of property | - | (123) |
| Change in cash value of life insurance | (5,977) | (6,520) |
| (Increase) decrease in assets: | | |
| Accounts receivable | 64,419 | 1,334,985 |
| Grants receivable | (45,884) | (6,325) |
| Assets, limited use | (18,198) | (74,299) |
| Due from related party | 202,643 | (40,317) |
| Prepaid expenses and deposits | (45,341) | 4,025 |
| Increase (decrease) in liabilities: | | |
| Accounts payable and accrued expenses | 40,601 | (288,171) |
| Wages payable | 163,371 | 999,271 |
| Compensated absences payable | 2,701 | (11,122) |
| Other grants payable | 56,667 | (43,672) |
| Refundable advances | 38,615 | 102,342 |
| Deferred revenue | 67,885 | (21,258) |
| Refundable advances, maintenance of effort | 939,469 | 32,053 |
| Client funds held in trust | 18,530 | 40,923 |
| Due to related party | 44,689 | - |
| **NET CASH PROVIDED BY OPERATING ACTIVITIES** | 2,603,733 | 2,433,796 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Purchases of property | (221,468) | (107,238) |
| Proceeds from sale of property | - | 1,461 |
| Purchases of investments | (219,532) | (206,038) |
| Proceeds from sales of investments | 232,472 | 217,466 |
| Reinvested dividends | (33,415) | (29,371) |
| Change in cash value of life insurance | (12,470) | (10,281) |
| **NET CASH USED IN INVESTING ACTIVITIES** | (254,413) | (134,001) |
| **NET INCREASE IN CASH AND CASH EQUIVALENTS** | 2,349,320 | 2,299,795 |
| **CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** | 8,287,888 | 5,988,093 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | $ 10,637,208 | $ 8,287,888 |

**See Notes to Financial Statements**

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Mental Health | Developmental Services | Subtotals | General Management | 2018 Total | 2017 Total |
|---|---|---|---|---|---|---|
| **EXPENSES** | | | | | | |
| Salaries and wages | $ 6,663,485 | $ 8,051,232 | $ 14,714,717 | $ 3,084,942 | $ 17,799,659 | $ 17,806,511 |
| Employee benefits | 1,354,024 | 1,813,646 | 3,167,670 | 707,334 | 3,875,004 | 3,975,776 |
| Payroll taxes | 466,978 | 584,666 | 1,051,644 | 209,770 | 1,261,414 | 1,274,240 |
| Client wages | 120,777 | 164,012 | 284,789 | - | 284,789 | 321,396 |
| Professional fees | 229,536 | 11,202,974 | 11,432,510 | 274,503 | 11,707,013 | 10,780,175 |
| Staff development and training | 27,418 | 15,681 | 43,099 | 15,513 | 58,612 | 59,606 |
| Occupancy costs | 542,490 | 534,222 | 1,076,712 | 195,985 | 1,272,697 | 1,253,665 |
| Consumable supplies | 205,410 | 227,095 | 432,505 | 60,531 | 493,036 | 506,953 |
| Equipment expenses | 115,737 | 149,865 | 265,602 | 25,086 | 290,688 | 229,864 |
| Communications | 142,581 | 122,787 | 265,368 | 55,468 | 320,836 | 340,185 |
| Travel and transportation | 254,925 | 816,535 | 1,071,460 | 43,516 | 1,114,976 | 1,141,929 |
| Assistance to individuals | 9,573 | 98,239 | 107,812 | 3,009 | 110,821 | 102,574 |
| Insurance | 58,206 | 73,980 | 132,186 | 15,589 | 147,775 | 140,256 |
| Membership dues | 27,788 | 22,327 | 50,115 | 56,360 | 106,475 | 124,003 |
| Bad debt expense | 693,320 | 84,013 | 777,333 | - | 777,333 | 554,537 |
| Other expenses | 1,932 | 1,235 | 3,167 | 26,553 | 29,720 | 26,544 |
| Total expenses | $ 10,914,180 | $ 23,962,509 | $ 34,876,689 | $ 4,774,159 | $ 39,650,848 | $ 38,638,214 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Non-Specialized Outpatient | State Eligible Adult Outpatient | Outpatient Contracts | Children and Adolescents |
|---|---|---|---|---|
| **EXPENSES** | | | | |
| Salaries and wages | $ 343,654 | $ 816,436 | $ 208,099 | $ 821,567 |
| Employee benefits | 53,306 | 110,570 | 45,532 | 161,091 |
| Payroll taxes | 24,504 | 54,576 | 14,781 | 55,731 |
| Client wages | - | - | 2 | 280 |
| Professional fees | 14,440 | 20,404 | 4,317 | 32,903 |
| Staff development and training | 2,500 | 4,755 | 9,245 | 808 |
| Occupancy costs | 42,796 | 66,420 | 10,562 | 57,369 |
| Consumable supplies | 21,742 | 10,728 | 1,405 | 10,339 |
| Equipment expenses | 7,160 | 9,661 | 1,458 | 8,722 |
| Communications | 17,397 | 19,878 | 2,581 | 16,779 |
| Travel and transportation | 2,204 | 8,141 | 3,661 | 27,052 |
| Assistance to individuals | 20 | 83 | 62 | 1,002 |
| Insurance | 3,796 | 8,790 | 1,410 | 7,637 |
| Membership dues | 4,751 | 5,502 | 832 | 3,217 |
| Bad debt expense | 151,322 | 92,907 | - | 31,643 |
| Other expenses | 13 | 55 | 1 | 131 |
| Total expenses | $ 689,605 | $ 1,228,906 | $ 303,948 | $ 1,236,271 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Emergency Services Non-BBH | Other Non-BBH | Integrated Health Grant | Bureau of Drug & Alcohol Services |
|---|---|---|---|---|
| **EXPENSES** | | | | |
| Salaries and wages | $ 450,754 | $ 253,724 | $ 14,087 | $ 45,157 |
| Employee benefits | 51,527 | 82,595 | 1,048 | 10,962 |
| Payroll taxes | 30,339 | 17,042 | 1,053 | 3,241 |
| Client wages | - | - | - | - |
| Professional fees | 10,710 | 9,508 | 100 | 1,256 |
| Staff development and training | 190 | 4,733 | - | 312 |
| Occupancy costs | 32,422 | 18,749 | 15,418 | 4,653 |
| Consumable supplies | 4,710 | 3,523 | 3,112 | 660 |
| Equipment expenses | 7,271 | 2,535 | - | 632 |
| Communications | 14,028 | 4,813 | - | 844 |
| Travel and transportation | 425 | 10,148 | 226 | 2,086 |
| Assistance to individuals | - | 5 | - | - |
| Insurance | 4,342 | 2,474 | - | 609 |
| Membership dues | 1,554 | 828 | - | 270 |
| Bad debt expense | 32,405 | 1,601 | - | 6,178 |
| Other expenses | 16 | 16 | - | 7 |
| Total expenses | $ 640,693 | $ 412,294 | $ 35,044 | $ 76,867 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Drug Court | Vocational Services | Restorative Partial Hospital | Case Management |
|---|---|---|---|---|
| **EXPENSES** | | | | |
| Salaries and wages | $ 95,292 | $ 110,047 | $ 54,211 | $ 739,106 |
| Employee benefits | 26,797 | 26,938 | 12,488 | 151,555 |
| Payroll taxes | 6,383 | 12,029 | 4,010 | 53,025 |
| Client wages | - | 57,770 | - | - |
| Professional fees | 19,599 | 3,514 | 1,036 | 19,639 |
| Staff development and training | - | 752 | 148 | 617 |
| Occupancy costs | - | 12,765 | 7,313 | 47,583 |
| Consumable supplies | 760 | 5,060 | 22,237 | 15,231 |
| Equipment expenses | - | 7,965 | 2,351 | 8,580 |
| Communications | 1,368 | 2,484 | 249 | 13,964 |
| Travel and transportation | 5,024 | 13,850 | - | 48,996 |
| Assistance to individuals | 180 | 11 | 73 | - |
| Insurance | - | 1,462 | 640 | 6,915 |
| Membership dues | 575 | 480 | 203 | 2,375 |
| Bad debt expense | - | 2,839 | 13,044 | 159,921 |
| Other expenses | - | 12 | 12 | 613 |
| | $ 155,978 | $ 257,978 | $ 118,015 | $ 1,268,120 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Supportive Living | Community Residences | Disaster Behavioral Health (DBHRT) | Victims of Crime Act Program |
|---|---|---|---|---|
| **EXPENSES** | | | | |
| Salaries and wages | $ 753,812 | $ 841,527 | $ 28,282 | $ 385,441 |
| Employee benefits | 173,765 | 207,730 | 8,048 | 82,420 |
| Payroll taxes | 53,631 | 58,814 | 1,850 | 25,304 |
| Client wages | - | - | - | 1,070 |
| Professional fees | 14,768 | 5,347 | 602 | 7,322 |
| Staff development and training | 143 | 145 | 294 | 1,088 |
| Occupancy costs | 43,931 | 43,736 | 2,474 | 26,902 |
| Consumable supplies | 17,133 | 25,282 | 692 | 3,595 |
| Equipment expenses | 9,025 | 14,109 | 346 | 3,987 |
| Communications | 7,438 | 10,046 | 561 | 5,434 |
| Travel and transportation | 61,156 | 11,401 | 1,034 | 14,180 |
| Assistance to individuals | 7,237 | 880 | - | 20 |
| Insurance | 7,653 | 2,221 | 322 | 3,660 |
| Membership dues | 2,482 | 703 | 101 | 1,202 |
| Bad debt expense | 62,221 | 13,488 | - | 2,244 |
| Other expenses | 905 | 85 | 4 | 24 |
| Total expenses | $ 1,215,300 | $ 1,235,514 | $ 44,610 | $ 563,893 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | ACT Team | IDN Grant | Other Mental Health Programs | Total Mental Health Programs | 2017 Total |
|---|---|---|---|---|---|
| **EXPENSES** | | | | | |
| Salaries and wages | $ 619,963 | $ 38,940 | $ 43,386 | $ 6,663,485 | $ 6,716,223 |
| Employee benefits | 125,989 | 11,495 | 10,168 | 1,354,024 | 1,472,110 |
| Payroll taxes | 40,637 | 2,568 | 7,460 | 466,978 | 467,804 |
| Client wages | 2,500 | - | 59,155 | 120,777 | 118,840 |
| Professional fees | 62,153 | - | 1,918 | 229,536 | 205,379 |
| Staff development and training | 1,674 | - | 14 | 27,418 | 26,435 |
| Occupancy costs | 85,998 | - | 23,399 | 542,490 | 517,221 |
| Consumable supplies | 9,940 | - | 49,261 | 205,410 | 204,198 |
| Equipment expenses | 7,363 | 14,390 | 10,182 | 115,737 | 90,935 |
| Communications | 8,075 | 9,560 | 7,082 | 142,581 | 157,081 |
| Travel and transportation | 32,320 | - | 13,021 | 254,925 | 269,733 |
| Assistance to individuals | - | - | - | 9,573 | 10,448 |
| Insurance | 5,911 | - | 364 | 58,206 | 56,281 |
| Membership dues | 1,910 | - | 803 | 27,788 | 36,628 |
| Bad debt expense | 123,507 | - | - | 693,320 | 491,808 |
| Other expenses | 34 | - | 4 | 1,932 | 3,111 |
| Total expenses | $ 1,127,974 | $ 76,953 | $ 226,217 | $ 10,914,180 | $ 10,844,235 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Service Coordination | School District Contracts | Day Programs | Early Supports & Services | Independent Living Services |
|---|---|---|---|---|---|
| **EXPENSES** | | | | | |
| Salaries and wages | $ 672,291 | $ 82,516 | $ 3,191,859 | $ 474,492 | $ 167,459 |
| Employee benefits | 175,224 | 10,370 | 857,851 | 82,996 | 49,990 |
| Payroll taxes | 46,552 | 6,315 | 235,991 | 34,137 | 11,865 |
| Client wages | - | 1,829 | 143,489 | - | - |
| Professional fees | 26,995 | 580 | 68,153 | 207,655 | 17,413 |
| Staff development and training | 1,163 | 17 | 3,943 | 5,644 | 73 |
| Occupancy costs | 45,741 | 3,086 | 234,037 | 13,784 | 9,631 |
| Consumable supplies | 8,746 | 887 | 63,041 | 10,925 | 2,046 |
| Equipment expenses | 6,542 | 560 | 95,101 | 3,998 | 1,651 |
| Communications | 3,747 | 190 | 44,987 | 14,235 | 1,245 |
| Travel and transportation | 21,268 | 6,921 | 536,527 | 92,236 | 8,557 |
| Assistance to individuals | 118 | 1 | 39,568 | - | 782 |
| Insurance | 6,287 | 611 | 28,722 | 4,118 | 1,853 |
| Membership dues | 600 | 52 | 13,505 | 348 | 163 |
| Bad debt expense | - | - | 1,421 | 82,162 | 116 |
| Other expenses | 20 | 1 | 647 | 100 | 5 |
| Total expenses | $ 1,015,294 | $ 113,936 | $ 5,558,842 | $ 1,026,830 | $ 272,849 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Family Residence | Combined Day/ Residential Vendor | Individual Supported Living | Consolidated Services | Combined Day/ Residential Services |
|---|---|---|---|---|---|
| **EXPENSES** | | | | | |
| Salaries and wages | $ 1,956,317 | $ - | $ 204,731 | $ 767,817 | $ 50,031 |
| Employee benefits | 375,573 | - | 56,710 | 107,306 | 12,011 |
| Payroll taxes | 142,461 | - | 14,577 | 54,020 | 3,404 |
| Client wages | 17,599 | - | 1,095 | - | - |
| Professional fees | 3,285,922 | 2,091,316 | 57,015 | 1,158,733 | 1,410,231 |
| Staff development and training | 1,997 | - | 499 | 524 | 31 |
| Occupancy costs | 145,631 | - | 43,425 | 3,330 | 1,259 |
| Consumable supplies | 113,583 | - | 8,259 | 1,536 | 6,226 |
| Equipment expenses | 30,385 | - | 1,507 | 5,734 | 488 |
| Communications | 37,594 | - | 3,229 | 12,911 | 458 |
| Travel and transportation | 66,993 | - | 6,562 | 54,471 | - |
| Assistance to individuals | 1,534 | - | 777 | 29,911 | - |
| Insurance | 18,219 | - | 1,843 | 7,160 | 477 |
| Membership dues | 1,965 | - | 157 | 5,095 | 41 |
| Bad debt expense | 314 | - | - | - | - |
| Other expenses | 243 | - | - | - | 5 |
| Total expenses | $ 6,196,330 | $ 2,091,316 | $ 400,386 | $ 2,208,548 | $ 1,484,662 |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Acquired Brain Disorder | Other Developmental Services Programs | Total Developmental Services Programs | 2017 Total |
|---|---|---|---|---|
| **EXPENSES** | | | | |
| Salaries and wages | $ 30,619 | $ 453,100 | $ 8,051,232 | $ 8,068,320 |
| Employee benefits | 5,421 | 80,194 | 1,813,646 | 1,816,623 |
| Payroll taxes | 2,167 | 33,177 | 584,666 | 602,440 |
| Client wages | - | - | 164,012 | 202,556 |
| Professional fees | 164,964 | 2,713,997 | 11,202,974 | 10,346,262 |
| Staff development and training | 18 | 1,772 | 15,681 | 15,206 |
| Occupancy costs | 884 | 33,414 | 534,222 | 552,738 |
| Consumable supplies | 247 | 11,599 | 227,095 | 240,285 |
| Equipment expenses | 329 | 3,570 | 149,865 | 117,111 |
| Communications | 304 | 3,887 | 122,787 | 125,917 |
| Travel and transportation | 1,337 | 21,663 | 816,535 | 832,925 |
| Assistance to individuals | - | 25,548 | 98,239 | 88,687 |
| Insurance | 328 | 4,362 | 73,980 | 69,636 |
| Membership dues | 31 | 370 | 22,327 | 28,416 |
| Bad debt expense | - | - | 84,013 | 62,729 |
| Other expenses | 3 | 211 | 1,235 | 953 |
| Total expenses | $ 206,652 | $ 3,386,864 | $ 23,962,509 | $ 23,170,804 |

See Notes to Financial Statements

## NORTHERN HUMAN SERVICES, INC.

## NOTES TO FINANCIAL STATEMENTS
## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

### 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**General**
Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

**Basis of Accounting**
The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**
The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

**Accounting Estimates**
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Contributions**
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

**Cash Equivalents**
The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**Accounts Receivable**
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. 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 accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Property and Depreciation**
Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

| | |
|---|---|
| Vehicles | 5 – 10 years |
| Equipment | 3 – 10 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**Investments**
Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

**Accrued Earned Time**
The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

**Refundable Advances**
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

**Program Service Fee Revenue**
The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**Advertising**
The Organization expenses advertising costs as incurred.

**Summarized Financial Information**
The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

**Functional Allocation of Expenses**
The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

**Income Taxes**
The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2015 – 2018), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

## 2. ASSETS, LIMITED USE

As of June 30, 2018 and 2017, assets, limited use consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Donor restricted cash | $ 255,762 | $ 255,851 |
| Client funds held in trust | 294,867 | 276,337 |
| Employee benefits | 69,322 | 69,565 |
| Total assets, limited use | $ 619,951 | $ 601,753 |

## 3. PROPERTY AND DEPRECIATION

As of June 30, 2018 and 2017, property and equipment consisted of the following:

| | 2018 | 2017 |
|---|---|---|
| Vehicles | $ 652,964 | $ 575,872 |
| Equipment | 3,231,824 | 3,186,876 |
| Total property and equipment | 3,884,788 | 3,762,748 |
| Less accumulated depreciation | 3,357,445 | 3,262,581 |
| Property and equipment, net | $ 527,343 | $ 500,167 |

Depreciation expense totaled $194,292 and $162,274 for the years ended June 30, 2018 and 2017, respectively.

## 4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2018 and 2017:

| | 2018 | | 2017 | |
|---|---|---|---|---|
| | Fair Value | Cost | Fair Value | Cost |
| **Money Market Funds** | $ 15,340 | $ 15,340 | $ 14,071 | $ 14,071 |
| **Mutual Funds:** | | | | |
| Domestic equity funds | 802,467 | 669,110 | 747,123 | 646,347 |
| International equity funds | 361,346 | 333,154 | 347,495 | 323,864 |
| Fixed income funds | 634,134 | 649,092 | 587,243 | 588,170 |
| Other mutual funds | 66,810 | 72,266 | 57,346 | 61,020 |
| **Total** | $ 1,880,097 | $ 1,738,962 | $ 1,753,278 | $ 1,633,472 |

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

| | 2018 | 2017 |
|---|---|---|
| **Components of Investment Return:** | | |
| Interest and dividends | $ 33,415 | $ 29,371 |
| Unrealized gains on investments | 82,953 | 145,139 |
| Realized gains on investments | 23,391 | 33,703 |
| | $ 139,759 | $ 208,213 |

Investment management fees for the years ended June 30, 2018 and 2017 were $12,940 and $11,428, respectively.

## 5. FAIR VALUE MEASUREMENTS

*FASB ASC Topic No. 820-10* provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

> ***Level 1*** - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.
>
> ***Level 2*** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.
>
> ***Level 3*** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

*Mutual Funds*: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

*Life Insurance*: The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2018 and 2017 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

| | 2018 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| **Money Market Funds** | $ 15,340 | $ - | $ - | $ 15,340 |
| **Mutual Funds** | | | | |
| Domestic equity funds | 802,467 | - | - | 802,467 |
| International equity funds | 361,346 | - | - | 361,346 |
| Fixed income funds | 634,134 | - | - | 634,134 |
| Other funds | 66,810 | - | - | 66,810 |
| **Cash Value of Life Insurance** | - | 413,777 | - | 413,777 |
| Total investments at fair value | $ 1,880,097 | $ 413,777 | $ - | $ 2,293,874 |

| | 2017 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| **Money Market Funds** | $ 14,071 | $ - | $ - | $ 14,071 |
| **Mutual Funds** | | | | |
| Domestic equity funds | 747,123 | - | - | 747,123 |
| International equity funds | 347,495 | - | - | 347,495 |
| Fixed income funds | 587,243 | - | - | 587,243 |
| Other funds | 57,346 | - | - | 57,346 |
| **Cash Value of Life Insurance** | - | 395,330 | - | 395,330 |
| Total investments at fair value | $ 1,753,278 | $ 395,330 | $ - | $ 2,148,608 |

## 6. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled $270,725 and $269,936 for the years ended June 30, 2018 and 2017, respectively.

## 7. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 for the years ended June 30, 2018 and 2017. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated $10,301,484 and $8,146,611, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

## 8. CONCENTRATION OF RISK

For the years ended June 30, 2018 and 2017, approximately 85% and 86% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 65% and 71% of the total accounts receivable balances at June 30, 2018 and 2017, respectively.

## 9. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated $897,369 and $893,902 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2019 is $919,360.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

## 10. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

### Due to/from Related Party

At June 30, 2018, the Organization had a due to Shallow River balance in the amount of $44,689. At June 30, 2017, the Organization had a receivable due from Shallow River balance in the amount of $202,643.

### Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $728,526 for each of the years ended June 30, 2018 and 2017. The Organization also leases space from a board member for $1,000 per month.

**Management Fee**
The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated $74,649 for each of the years ended June 30, 2018 and 2017.

**Donation**
Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2018, Shallow River did not make a donation to the Organization but retained its surplus of $264,560 due to the purchase of a new building during the year and for use in future renovation projects and maintenance costs. Donation revenue, from Shallow River to the Organization, aggregated $243,622 for the year ended June 30, 2017.

## 11. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2018 and 2017, the outstanding capitated payment liability totaled $971,522 and $32,053, respectively.

## 12. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

## 13. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

| | 2018 | 2017 |
|---|---|---|
| Dream Team Fund | $ 2,924 | $ 3,121 |
| Income earned on the Memorial Fund | 421 | 313 |
| Total temporarily restricted net assets | $ 3,345 | $ 3,434 |

## 14. ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205* and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2018 and 2017, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2018 were as follows:

| | Temporarily Restricted | Permanently Restricted | Total |
|---|---|---|---|
| Certificates of deposit, beginning of year | $ - | $ 252,417 | $ 252,417 |
| Interest income | 505 | - | 505 |
| Withdrawals | (505) | - | (505) |
| Certificates of deposit end of year | $ - | $ 252,417 | $ 252,417 |

Changes in endowment net assets (at fair value) as of June 30, 2017 were as follows:

| | Temporarily Restricted | Permanently Restricted | Total |
|---|---|---|---|
| Certificates of deposit, beginning of year | $ - | $ 252,417 | $ 252,417 |
| Interest income | 550 | - | 550 |
| Withdrawals | (550) | - | (550) |
| Certificates of deposit end of year | $ - | $ 252,417 | $ 252,417 |

## 15. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

## 16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 16, 2018, the date the June 30, 2018 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Mental Health | Developmental Services | Subtotals | General Management | 2018 Total | 2017 Total |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Program service fees: | | | | | | |
| Client fees | $ 676,504 | $ 40,493 | $ 716,997 | $ - | $ 716,997 | $ 577,562 |
| Residential fees | 70,500 | 251,843 | 322,343 | - | 322,343 | 206,013 |
| Blue Cross | 217,556 | 34,592 | 252,148 | - | 252,148 | 184,160 |
| Medicaid | 11,596,955 | 23,971,027 | 35,567,982 | - | 35,567,982 | 34,248,487 |
| Medicare | 575,847 | - | 575,847 | - | 575,847 | 504,333 |
| Other insurance | 287,550 | 67,330 | 354,880 | - | 354,880 | 315,059 |
| Local educational authorities | - | 157,808 | 157,808 | - | 157,808 | 167,681 |
| Vocational rehabilitation | 5,917 | 5,094 | 11,011 | - | 11,011 | 6,541 |
| Other program fees | 58 | 3,098 | 3,156 | - | 3,156 | 44,765 |
| Production/service income | 222,560 | 215,198 | 437,758 | - | 437,758 | 442,276 |
| Public support: | | | | | | |
| Local/county government | 287,832 | 18,900 | 306,732 | - | 306,732 | 138,189 |
| Donations/contributions | 4,403 | 17,983 | 22,386 | 1,910 | 24,296 | 276,125 |
| Other public support | 333,880 | - | 333,880 | - | 333,880 | 255,237 |
| Bureau of Developmental Services and Bureau of Behavioral Health | 379,308 | 240,771 | 620,079 | - | 620,079 | 674,026 |
| Other federal and state funding: | | | | | | |
| HUD | 129,530 | - | 129,530 | - | 129,530 | 129,535 |
| Other | 170,477 | - | 170,477 | 7,576 | 178,053 | 84,590 |
| Private foundation grants | 219,507 | - | 219,507 | - | 219,507 | 238,299 |
| Other revenues | 47,724 | 85,099 | 132,823 | 128,817 | 261,640 | 346,437 |
| Total revenues | 15,226,108 | 25,109,236 | 40,335,344 | 138,303 | 40,473,647 | 38,839,315 |
| **EXPENSES** | | | | | | |
| Salaries and wages | $ 6,663,485 | $ 8,051,232 | $ 14,714,717 | $ 3,084,942 | $ 17,799,659 | $ 17,806,511 |
| Employee benefits | 1,354,024 | 1,813,646 | 3,167,670 | 707,334 | 3,875,004 | 3,975,776 |
| Payroll taxes | 466,978 | 584,666 | 1,051,644 | 209,770 | 1,261,414 | 1,274,240 |
| Client wages | 120,777 | 164,012 | 284,789 | - | 284,789 | 321,396 |
| Professional fees | 229,536 | 11,202,974 | 11,432,510 | 274,503 | 11,707,013 | 10,780,175 |
| Staff development and training | 27,418 | 15,681 | 43,099 | 15,513 | 58,612 | 59,606 |
| Occupancy costs | 542,490 | 534,222 | 1,076,712 | 195,985 | 1,272,697 | 1,253,665 |
| Consumable supplies | 205,410 | 227,095 | 432,505 | 60,531 | 493,036 | 506,953 |
| Equipment expenses | 115,737 | 149,865 | 265,602 | 25,086 | 290,688 | 229,864 |
| Communications | 142,581 | 122,787 | 265,368 | 55,468 | 320,836 | 340,185 |
| Travel and transportation | 254,925 | 816,535 | 1,071,460 | 43,516 | 1,114,976 | 1,141,929 |
| Assistance to individuals | 9,573 | 98,239 | 107,812 | 3,009 | 110,821 | 102,574 |
| Insurance | 58,206 | 73,980 | 132,186 | 15,589 | 147,775 | 140,256 |
| Membership dues | 27,788 | 22,327 | 50,115 | 56,360 | 106,475 | 124,003 |
| Bad debt expense | 693,320 | 84,013 | 777,333 | - | 777,333 | 554,537 |
| Other expenses | 1,932 | 1,235 | 3,167 | 26,553 | 29,720 | 26,544 |
| Total expenses | 10,914,180 | 23,962,509 | 34,876,689 | 4,774,159 | 39,650,848 | 38,638,214 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 4,311,928 | $ 1,146,727 | $ 5,458,655 | $ (4,635,856) | $ 822,799 | $ 201,101 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Non-Specialized Outpatient | State Eligible Audit Outpatient | Outpatient Contracts | Children and Adolescents |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Program service fees: | | | | |
| Client fees | $ 47,036 | $ 91,538 | $ - | $ 42,375 |
| Residential fees | - | - | - | - |
| Blue Cross | 52,325 | 90,515 | - | 50,277 |
| Medicaid | 73,495 | 948,476 | 671,869 | 2,719,575 |
| Medicare | 115,322 | 374,503 | - | - |
| Other insurance | 71,768 | 124,967 | - | 37,948 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | - | - |
| Other program fees | 8 | - | - | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | 134,639 | - | - | - |
| Donations/contributions | 4,403 | - | - | - |
| Other public support | - | - | 17,921 | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | 4,000 |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | - | - |
| Private foundation grants | 9,507 | - | - | - |
| Other revenues | 32,021 | - | - | - |
| Total revenues | 540,524 | 1,629,999 | 689,790 | 2,854,175 |
| **EXPENSES** | | | | |
| Salaries and wages | $ 343,654 | $ 816,436 | $ 208,099 | $ 821,567 |
| Employee benefits | 53,306 | 110,570 | 45,532 | 161,091 |
| Payroll taxes | 24,504 | 54,576 | 14,781 | 55,731 |
| Client wages | - | - | 2 | 280 |
| Professional fees | 14,440 | 20,404 | 4,317 | 32,903 |
| Staff development and training | 2,500 | 4,755 | 9,245 | 808 |
| Occupancy costs | 42,796 | 66,420 | 10,562 | 57,369 |
| Consumable supplies | 21,742 | 10,728 | 1,405 | 10,339 |
| Equipment expenses | 7,160 | 9,661 | 1,458 | 8,722 |
| Communications | 17,397 | 19,878 | 2,581 | 16,779 |
| Travel and transportation | 2,204 | 8,141 | 3,661 | 27,052 |
| Assistance to individuals | 20 | 83 | 62 | 1,002 |
| Insurance | 3,796 | 8,790 | 1,410 | 7,637 |
| Membership dues | 4,751 | 5,502 | 832 | 3,217 |
| Bad debt expense | 151,322 | 92,907 | - | 31,643 |
| Other expenses | 13 | 55 | 1 | 131 |
| Total expenses | 689,605 | 1,228,906 | 303,948 | 1,236,271 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ (149,081) | $ 401,093 | $ 385,842 | $ 1,617,904 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Emergency Services Non-BBH | Other Non-BBH | Integrated Health Grant | Bureau of Drug & Alcohol Services |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Program service fees: | | | | |
| Client fees | $ 48,947 | $ 841 | $ - | $ 5,922 |
| Residential fees | - | - | - | - |
| Blue Cross | 12,207 | - | - | 6,017 |
| Medicaid | 107,228 | 332,989 | - | 22,840 |
| Medicare | 16,923 | - | - | 8,623 |
| Other insurance | 24,007 | 557 | - | 20,576 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | - | - |
| Other program fees | - | - | - | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | - | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | 98,304 | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | 644 | 37,851 | - |
| Private foundation grants | - | 210,000 | - | - |
| Other revenues | - | - | - | - |
| Total revenues | 307,616 | 545,031 | 37,851 | 63,978 |
| **EXPENSES** | | | | |
| Salaries and wages | $ 450,754 | $ 253,724 | $ 14,087 | $ 45,157 |
| Employee benefits | 51,527 | 82,595 | 1,048 | 10,962 |
| Payroll taxes | 30,339 | 17,042 | 1,053 | 3,241 |
| Client wages | - | - | - | - |
| Professional fees | 10,710 | 9,508 | 100 | 1,256 |
| Staff development and training | 190 | 4,733 | - | 312 |
| Occupancy costs | 32,422 | 18,749 | 15,418 | 4,653 |
| Consumable supplies | 4,710 | 3,523 | 3,112 | 660 |
| Equipment expenses | 7,271 | 2,535 | - | 632 |
| Communications | 14,028 | 4,813 | - | 844 |
| Travel and transportation | 425 | 10,148 | 226 | 2,086 |
| Assistance to individuals | - | 5 | - | - |
| Insurance | 4,342 | 2,474 | - | 609 |
| Membership dues | 1,554 | 828 | - | 270 |
| Bad debt expense | 32,405 | 1,601 | - | 6,178 |
| Other expenses | 16 | 16 | - | 7 |
| Total expenses | 640,693 | 412,294 | 35,044 | 76,867 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ (333,077) | $ 132,737 | $ 2,807 | $ (12,889) |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Drug Court | Vocational Services | Restorative Partial Hospital | Case Management |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Program service fees: | | | | |
| Client fees | $ - | $ 3,813 | $ 13,796 | $ 192,777 |
| Residential fees | - | - | - | - |
| Blue Cross | - | - | - | - |
| Medicaid | - | 119,717 | 328,445 | 1,509,957 |
| Medicare | - | - | 246 | 716 |
| Other insurance | - | - | - | - |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | 5,917 | - | - |
| Other program fees | 50 | - | - | - |
| Production/service income | - | 51,878 | - | - |
| Public support: | | | | |
| Local/county government | 153,193 | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | - | - |
| Private foundation grants | - | - | - | - |
| Other revenues | 15,330 | - | - | - |
| Total revenues | 168,573 | 181,325 | 342,487 | 1,703,450 |
| **EXPENSES** | | | | |
| Salaries and wages | $ 95,292 | $ 110,047 | $ 54,211 | $ 739,106 |
| Employee benefits | 26,797 | 26,938 | 12,488 | 151,555 |
| Payroll taxes | 6,383 | 12,029 | 4,010 | 53,025 |
| Client wages | - | 57,770 | - | - |
| Professional fees | 19,599 | 3,514 | 1,036 | 19,639 |
| Staff development and training | - | 752 | 148 | 617 |
| Occupancy costs | - | 12,765 | 7,313 | 47,583 |
| Consumable supplies | 760 | 5,060 | 22,237 | 15,231 |
| Equipment expenses | - | 7,965 | 2,351 | 8,580 |
| Communications | 1,368 | 2,484 | 249 | 13,964 |
| Travel and transportation | 5,024 | 13,850 | - | 48,996 |
| Assistance to individuals | 180 | 11 | 73 | - |
| Insurance | - | 1,462 | 640 | 6,915 |
| Membership dues | 575 | 480 | 203 | 2,375 |
| Bad debt expense | - | 2,839 | 13,044 | 159,921 |
| Other expenses | - | 12 | 12 | 613 |
| Total expenses | 155,978 | 257,978 | 118,015 | 1,268,120 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 12,595 | $ (76,653) | $ 224,472 | $ 435,330 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Supportive Living | Community Residences | Disaster Behavioral | Victims of Crime Act |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Program service fees: | | | | |
| Client fees | $ 72,762 | $ 17,025 | $ - | $ 7,043 |
| Residential fees | - | 51,948 | - | - |
| Blue Cross | - | - | - | 5,888 |
| Medicaid | 1,834,632 | 1,162,870 | - | 71,270 |
| Medicare | - | - | - | 16,348 |
| Other insurance | - | - | - | 5,947 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | - | - |
| Other program fees | - | - | - | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | - | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | 315,959 |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | 129,530 | - | - |
| Other | - | - | 51,538 | - |
| Private foundation grants | - | - | - | - |
| Other revenues | - | 371 | - | - |
| Total revenues | 1,907,394 | 1,361,744 | 51,538 | 422,455 |
| **EXPENSES** | | | | |
| Salaries and wages | $ 753,812 | $ 841,527 | $ 28,282 | $ 385,441 |
| Employee benefits | 173,765 | 207,730 | 8,048 | 82,420 |
| Payroll taxes | 53,631 | 58,814 | 1,850 | 25,304 |
| Client wages | - | - | - | 1,070 |
| Professional fees | 14,768 | 5,347 | 602 | 7,322 |
| Staff development and training | 143 | 145 | 294 | 1,088 |
| Occupancy costs | 43,931 | 43,736 | 2,474 | 26,902 |
| Consumable supplies | 17,133 | 25,282 | 692 | 3,595 |
| Equipment expenses | 9,025 | 14,109 | 346 | 3,987 |
| Communications | 7,438 | 10,046 | 561 | 5,434 |
| Travel and transportation | 61,156 | 11,401 | 1,034 | 14,180 |
| Assistance to individuals | 7,237 | 880 | - | 20 |
| Insurance | 7,653 | 2,221 | 322 | 3,660 |
| Membership dues | 2,482 | 703 | 101 | 1,202 |
| Bad debt expense | 62,221 | 13,488 | - | 2,244 |
| Other expenses | 905 | 85 | 4 | 24 |
| Total expenses | 1,215,300 | 1,235,514 | 44,610 | 563,893 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 692,094 | $ 126,230 | $ 6,928 | $ (141,438) |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | ACT Team | IDN Grant | Other Mental Health Programs | Total Mental Health Programs | 2017 Total |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Program service fees: | | | | | |
| Client fees | $ 132,629 | $ - | $ - | $ 676,504 | $ 562,339 |
| Residential fees | 18,552 | - | - | 70,500 | 69,366 |
| Blue Cross | 327 | - | - | 217,556 | 152,381 |
| Medicaid | 1,693,592 | - | - | 11,596,955 | 11,465,895 |
| Medicare | 43,166 | - | - | 575,847 | 504,333 |
| Other insurance | 1,780 | - | - | 287,550 | 265,846 |
| Local educational authorities | - | - | - | - | - |
| Vocational rehabilitation | - | - | - | 5,917 | 1,113 |
| Other program fees | - | - | - | 58 | 5,000 |
| Production/service income | - | - | 170,682 | 222,560 | 224,456 |
| Public support: | | | | - | |
| Local/county government | - | - | - | 287,832 | 122,889 |
| Donations/contributions | - | - | - | 4,403 | 4,971 |
| Other public support | - | - | - | 333,880 | 255,237 |
| Bureau of Developmental Services | | | | - | |
| and Bureau of Behavioral Health | 277,004 | - | - | 379,308 | 377,086 |
| Other federal and state funding: | | | | - | |
| HUD | - | - | - | 129,530 | 129,535 |
| Other | - | 80,444 | - | 170,477 | 80,855 |
| Private foundation grants | - | - | - | 219,507 | 238,299 |
| Other revenues | - | - | 2 | 47,724 | 98,456 |
| Total revenues | 2,167,050 | 80,444 | 170,684 | 15,226,108 | 14,558,057 |
| **EXPENSES** | | | | | |
| Salaries and wages | $ 619,963 | $ 38,940 | $ 43,386 | $ 6,663,485 | $ 6,716,223 |
| Employee benefits | 125,989 | 11,495 | 10,168 | 1,354,024 | 1,472,110 |
| Payroll taxes | 40,637 | 2,568 | 7,460 | 466,978 | 467,804 |
| Client wages | 2,500 | - | 59,155 | 120,777 | 118,840 |
| Professional fees | 62,153 | - | 1,918 | 229,536 | 205,379 |
| Staff development and training | 1,674 | - | 14 | 27,418 | 26,435 |
| Occupancy costs | 85,998 | - | 23,399 | 542,490 | 517,221 |
| Consumable supplies | 9,940 | - | 49,261 | 205,410 | 204,198 |
| Equipment expenses | 7,363 | 14,390 | 10,182 | 115,737 | 90,935 |
| Communications | 8,075 | 9,560 | 7,082 | 142,581 | 157,081 |
| Travel and transportation | 32,320 | - | 13,021 | 254,925 | 269,733 |
| Assistance to individuals | - | - | - | 9,573 | 10,448 |
| Insurance | 5,911 | - | 364 | 58,206 | 56,281 |
| Membership dues | 1,910 | - | 803 | 27,788 | 36,628 |
| Bad debt expense | 123,507 | - | - | 693,320 | 491,808 |
| Other expenses | 34 | - | 4 | 1,932 | 3,111 |
| Total expenses | 1,127,974 | 76,953 | 226,217 | 10,914,180 | 10,844,235 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 1,039,076 | $ 3,491 | $ (55,533) | $ 4,311,928 | $ 3,713,822 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Service Coordination | School District Contracts | Day Programs | Early Supports & Services | Independent Living Services |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Program service fees: | | | | | |
| Client fees | $ - | $ - | $ - | $ 40,493 | $ - |
| Residential fees | - | - | - | - | - |
| Blue Cross | - | - | - | 34,592 | - |
| Medicaid | 978,835 | - | 4,049,257 | 1,039,309 | 382,822 |
| Medicare | - | - | - | - | - |
| Other insurance | - | - | - | 67,330 | - |
| Local educational authorities | - | 157,808 | - | - | - |
| Vocational rehabilitation | - | - | 5,094 | - | - |
| Other program fees | - | - | 3,098 | - | - |
| Production/service income | - | - | 191,598 | - | - |
| Public support: | | | | | |
| Local/county government | - | - | 18,900 | - | - |
| Donations/contributions | - | - | 17,573 | - | - |
| Other public support | - | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | 107,070 | - |
| Other federal and state funding: | | | | | |
| HUD | - | - | - | - | - |
| Other | - | - | - | - | - |
| Private foundation grants | - | - | - | - | - |
| Other revenues | - | - | 41,148 | 45 | - |
| Total revenues | 978,835 | 157,808 | 4,326,668 | 1,288,839 | 382,822 |
| **EXPENSES** | | | | | |
| Salaries and wages | $ 672,291 | $ 82,516 | $ 3,191,859 | $ 474,492 | $ 167,459 |
| Employee benefits | 175,224 | 10,370 | 857,851 | 82,996 | 49,990 |
| Payroll taxes | 46,552 | 6,315 | 235,991 | 34,137 | 11,865 |
| Client wages | - | 1,829 | 143,489 | - | - |
| Professional fees | 26,995 | 580 | 68,153 | 207,655 | 17,413 |
| Staff development and training | 1,163 | 17 | 3,943 | 5,644 | 73 |
| Occupancy costs | 45,741 | 3,086 | 234,037 | 13,784 | 9,631 |
| Consumable supplies | 8,746 | 887 | 63,041 | 10,925 | 2,046 |
| Equipment expenses | 6,542 | 560 | 95,101 | 3,998 | 1,651 |
| Communications | 3,747 | 190 | 44,987 | 14,235 | 1,245 |
| Travel and transportation | 21,268 | 6,921 | 536,527 | 92,236 | 8,557 |
| Assistance to individuals | 118 | 1 | 39,568 | - | 782 |
| Insurance | 6,287 | 611 | 28,722 | 4,118 | 1,853 |
| Membership dues | 600 | 52 | 13,505 | 348 | 163 |
| Bad debt expense | - | - | 1,421 | 82,162 | 116 |
| Other expenses | 20 | 1 | 647 | 100 | 5 |
| Total expenses | 1,015,294 | 113,936 | 5,558,842 | 1,026,830 | 272,849 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ (36,459) | $ 43,872 | $ (1,232,174) | $ 262,009 | $ 109,973 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Family Residence | Combined Day/ Residential Vendor | Individual Supported Living | Consolidated Services | Combined Day/ Residential Services |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Program service fees: | | | | | |
| Client fees | $ - | $ - | $ - | $ - | $ - |
| Residential fees | 198,437 | - | 37,329 | - | - |
| Blue Cross | - | - | - | - | - |
| Medicaid | 7,173,301 | 2,213,247 | 314,422 | 2,538,651 | 1,659,665 |
| Medicare | - | - | - | - | - |
| Other insurance | - | - | - | - | - |
| Local educational authorities | - | - | - | - | - |
| Vocational rehabilitation | - | - | - | - | - |
| Other program fees | - | - | - | - | - |
| Production/service income | 22,228 | - | 1,372 | - | - |
| Public support: | | | | | |
| Local/county government | - | - | - | - | - |
| Donations/contributions | 410 | - | - | - | - |
| Other public support | - | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - | - |
| Other federal and state funding: | | | | | |
| HUD | - | - | - | - | - |
| Other | - | - | - | - | - |
| Private foundation grants | - | - | - | - | - |
| Other revenues | 14,656 | - | 830 | - | - |
| Total revenues | 7,409,032 | 2,213,247 | 353,953 | 2,538,651 | 1,659,665 |
| **EXPENSES** | | | | | |
| Salaries and wages | $ 1,956,317 | $ - | $ 204,731 | $ 767,817 | $ 50,031 |
| Employee benefits | 375,573 | - | 56,710 | 107,306 | 12,011 |
| Payroll taxes | 142,461 | - | 14,577 | 54,020 | 3,404 |
| Client wages | 17,599 | - | 1,095 | - | - |
| Professional fees | 3,285,922 | 2,091,316 | 57,015 | 1,158,733 | 1,410,231 |
| Staff development and training | 1,997 | - | 499 | 524 | 31 |
| Occupancy costs | 145,631 | - | 43,425 | 3,330 | 1,259 |
| Consumable supplies | 113,583 | - | 8,259 | 1,536 | 6,226 |
| Equipment expenses | 30,385 | - | 1,507 | 5,734 | 488 |
| Communications | 37,594 | - | 3,229 | 12,911 | 458 |
| Travel and transportation | 66,993 | - | 6,562 | 54,471 | - |
| Assistance to individuals | 1,534 | - | 777 | 29,911 | - |
| Insurance | 18,219 | - | 1,843 | 7,160 | 477 |
| Membership dues | 1,965 | - | 157 | 5,095 | 41 |
| Bad debt expense | 314 | - | - | - | - |
| Other expenses | 243 | - | - | - | 5 |
| Total expenses | 6,196,330 | 2,091,316 | 400,386 | 2,208,548 | 1,484,662 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 1,212,702 | $ 121,931 | $ (46,433) | $ 330,103 | $ 175,003 |

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Acquired Brain Disorder | Other Developmental Services Programs | Total Developmental Services Programs | 2017 Total |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Program service fees: | | | | |
| Client fees | $ - | $ - | $ 40,493 | $ 15,223 |
| Residential fees | - | 16,077 | 251,843 | 136,647 |
| Blue Cross | - | - | 34,592 | 31,779 |
| Medicaid | 350,708 | 3,270,810 | 23,971,027 | 22,782,592 |
| Medicare | - | - | - | - |
| Other insurance | - | - | 67,330 | 49,213 |
| Local educational authorities | - | - | 157,808 | 167,681 |
| Vocational rehabilitation | - | - | 5,094 | 5,428 |
| Other program fees | - | - | 3,098 | 39,765 |
| Production/service income | - | - | 215,198 | 217,820 |
| Public support: | | | | |
| Local/county government | - | - | 18,900 | 15,300 |
| Donations/contributions | - | - | 17,983 | 27,338 |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | 133,701 | 240,771 | 296,940 |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | - | - |
| Private foundation grants | - | - | - | - |
| Other revenues | - | 28,420 | 85,099 | 77,966 |
| Total revenues | 350,708 | 3,449,008 | 25,109,236 | 23,863,692 |
| **EXPENSES** | | | | |
| Salaries and wages | $ 30,619 | $ 453,100 | $ 8,051,232 | $ 8,068,320 |
| Employee benefits | 5,421 | 80,194 | 1,813,646 | 1,816,623 |
| Payroll taxes | 2,167 | 33,177 | 584,666 | 602,440 |
| Client wages | - | - | 164,012 | 202,556 |
| Professional fees | 164,964 | 2,713,997 | 11,202,974 | 10,346,262 |
| Staff development and training | 18 | 1,772 | 15,681 | 15,206 |
| Occupancy costs | 884 | 33,414 | 534,222 | 552,738 |
| Consumable supplies | 247 | 11,599 | 227,095 | 240,285 |
| Equipment expenses | 329 | 3,570 | 149,865 | 117,111 |
| Communications | 304 | 3,887 | 122,787 | 125,917 |
| Travel and transportation | 1,337 | 21,663 | 816,535 | 832,925 |
| Assistance to individuals | - | 25,548 | 98,239 | 88,687 |
| Insurance | 328 | 4,362 | 73,980 | 69,636 |
| Membership dues | 31 | 370 | 22,327 | 28,416 |
| Bad debt expense | - | - | 84,013 | 62,729 |
| Other expenses | 3 | 211 | 1,235 | 953 |
| Total expenses | 206,652 | 3,386,864 | 23,962,509 | 23,170,804 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES** | $ 144,056 | $ 62,144 | $ 1,146,727 | $ 692,888 |

# NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

| | | | Office | Home | Term M/Y |
|---|---|---|---|---|---|
| **Officers:** | Eric Johnson, CEO | | 447-3347 | | Began / End |
| | Madelene Costello, President | | | | 10.18 / 10.20 |
| | Dorothy Borchers, Vice President | | | | 10.18 / 10.20 |
| | James Salmon, Treasurer | | | | 10.17 / 10.19 |
| | Becky McEnany, Secretary | | | | 10.18 / 10.20 |
| **Staff:** | Dale Heon, CFO | | 447-3347 | | |
| | Susan Wiggin, Executive Assistant | | 447-3347 | | |
| | Suzanne Gaetjens-Olsen, MH Reg Administrator | | 444-5358 | | |
| | Liz Charles, DD Reg Administrator | | 447-3347 | | |
| **Term Expire** | The Mental Health Center | Kassie Eafrati | 752-7404 | | |
| | 3 Twelfth St., Berlin, NH 03570 | Director of BH | | | |
| '19 | Margaret McClellan, [redacted] | | | | 6/01 |
| '20 | *Stephen Michaud, [redacted] | | | | 11/02 |
| '20 | *Dorothy Borchers, [redacted] | | | | 05/17 |
| | The Mental Health Center | Eve Klotz | 447-2111 | | |
| | 25 W. Main St., Conway, NH 03818 | Director of BH | | | |
| | 70 Bay St., Wolfeboro 03894 | | 569-1884 | | |
| | New Horizons | Shanon Mason | 356-6310 | | |
| | 626 Eastman Road, Center Conway, NH 03818 | DS Director | | | |
| '21 | *Maddie Costello, [redacted] | | | | 9/06 |
| '20 | *Carrie Duran, [redacted] | | | | 1/17 |
| '21 | James Salmon, [redacted] | | | | 11/03 |
| | The Mental Health Center | Steve Arnold | 237-4955 | | |
| | 55 Colby St., Colebrook 03576 | Director of BH | | | |
| | 69 Brooklyn St., Groveton 03582 | | 636-2555 | | |
| | Vershire Center | | | | |
| | 24 Depot Street, Colebrook, NH 03576 | | 237-5721 | | |
| '19 | Judy Houghton, [redacted] | | | | 7/13 |
| '20 | Georgia Caron, [redacted] | | | | [5/08] |
| | White Mountain Mental Health | Jane MacKay | 444-5358 | | |
| | 29 Maple St., Box 599, Littleton 03561 | Director of BH | | | |
| | Common Ground | Mark Vincent | 837-9547 | | |
| | 24 Lancaster Road, Whitefield, NH 03584 | DS Director | | | |
| '19 | Bob Fink, [redacted] | | | | 1/07, 3/13 |
| '20 | Becky McEnany, [redacted] | | | | 1/17 |

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, B. McEnany, E. Johnson
Finance Committee J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon
Program Committee: M. McClellan, J. Houghton, M. Costello, G. Caron, B. McEnany, C. Duran, S. Gaetjens-Olsen, L. Charles
Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, D. Heon, S. Wiggin

*Member representing consumer with developmental disability / **NOTE:** Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held

Revised: 9.12, 10.12, 2/13, 3/13, 5/13, 7/13, 10/13, 1/14, 9/14, 11/14, 10/15, 8/16, 9/16, 10/16, 1/17, 5/17, 9/17, 10/17, 1/18, 10/18, 11/18

# ERIC M. JOHNSON

[redacted]

## SENIOR MANAGEMENT EXECUTIVE

**Cross-Functional Experience & Cross System Expertise**

2013 – Present CEO

Responsible for the management of a $37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

*Contract Development & Monitoring
*Budget Development
*Consumer Rights Protection
*Policy Development
*Inter-Agency Collaboration
*Corporate Compliance
*Quality Assurance
*Program Development
*Grant Writing
*Personnel Management

## PROFESSIONAL EXPERIENCE

**Northern Human Services - Conway, NH** **1984 – Present**

- **CHIEF OF OPERATIONS** (1997 - Present)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.
Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of $8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

**CURRENTLY:** Direct all operations of the agency and maintain compliance with three major State contracts totaling more than $34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

**Examples of Leadership:**

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an $8 million dollar operations budget.
- Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.

---

**Northern NH Council on Alcoholism - Dummer, NH** **1983 -1985**

- **DRUG AND ALCOHOL COUNSELOR**

**NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH** **1982 - 1983**

- **VISTA VOLUNTEER**

---

## EDUCATION

**Masters of Human Service Administration (MSHSA)**
Springfield College – Springfield, MA

**Bachelor of Arts (BA)**
University of NH - Durham, NH

**DALE HEON**

## EMPLOYMENT HISTORY:

Apr. 2007 - Present
**NORTHERN HUMAN SERVICES INC.**, Conway, NH
**Job Title: Chief Financial Officer**

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007
**Robert Half International**, Manchester, NH
**Job Title: Interim Chief Financial Officer (client)**

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006
**BRANDPARTNERS INC.** (formerly Willey Brothers, Inc.), Rochester, NH
**Job Title: Controller**

Helped grow a new division (commercial construction management) from $5 million in revenue per year in 1999 to over $30 million in 2006. Total company revenue estimated to be over $50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

**CABLETRON SYSTEMS, INC.**, Rochester, NH
**Job Title: Senior Credit Analyst**

Collected commercial overdue accounts receivable for this $1 – Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged $12-$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts, prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995
**WILLEY BROTHERS, INC.**, Rochester, NH
**Job Title: Assistant Financial Manager**

As part of the Senior Management Team, maintained all accounting systems for this $11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

## EDUCATION:

1996-1999:
**PLYMOUTH STATE UNIVERSITY,** Plymouth, NH - Master of Business Administration Program
**M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society**

1987 - 1991:
**UNIVERSITY OF NEW HAMPSHIRE**, Durham, NH - Whittemore School of Business and Economics
**B.S. in Business Administration**

## SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

# *ELIZABETH CHARLES*

[redacted]

## ***WORK EXPERIENCE***

*Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs. DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation*

*Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.*

*Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.*

*Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.*

*Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.*

*Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.*

## *EDUCATION*

*B.S. Degree University of Southern Maine, Portland, Maine.*
*Major – Therapeutic Recreation.*

## *REFERENCES*

*Available upon request*

# Megan Vincent

[redacted]

**Professional Summary**

Enthusiastic Human Service professional with over seven years of experience working in various capacities of the Developmental Services System. Responsibilities include facilitating meetings, developing individualized programs and budgets, communicating and working with various disciplines including, but not limited to: BDS Liaison, school personnel, area agency staff, DHHS personnel, parents and individuals. Collaborating with several programs throughout the state in developing and advocating for individualized services based on the philosophy of focusing on individuals' abilities, hopes, and dreams in order to provide support to live a full and purposeful life.

**Skills**

- Exceptional organizational skills
- Effective communicator
- Adaptability
- Strong work ethic
- Ability to work independently and in a team
- Ability to problem solve
- Ability to manage, organize, and update data
- Ability to meet deadlines

**Work History**

*Northern Human Services- Common Ground| Whitefield, NH | Program Coordinator |October* 2014- Current

*Northern Human Services- Common Ground | Littleton, NH | Administrative Assistant |April 2014- October 2014*

*Northern Human Services- Common Ground | Littleton, NH |Community Integrator |July 2010- April 2014*

**Education**

*Southern New Hampshire University |Bachelors of Science in Human Services concentrating on Non-Profit Management*

Completion Date of December 2019 | Demonstrating academic excellence in the social sciences, specifically in the field of Human Services

*Profile High School | High School Diploma*

**References are available upon request**

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Vendor Name:** Northern Human Services

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

| BUDGET PERIOD: | | | |
|---|---|---|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Eric Johnson, CEO | $159,820 | 50.00% | $79,910.00 |
| Dale Heon, CFO | $105,092 | 50.00% | $52,546.00 |
| Liz Charles, Regional Administrator | $74,880 | 100.00% | $74,880.00 |
| Megan Vincent, Regional Coordinator | $40,000 | 100.00% | $40,000.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| | $0 | 0.00% | $0.00 |
| **TOTAL SALARIES** (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | $247,336.00 |

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

RB 13 MAY 19

FORM NUMBER P-37 (version 5/8/15)

Subject: Developmental and Acquired Brain Disorder Services (SS-~~2019~~-2030-BDS-01-DEVEL-08)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>One Sky Community Services, Inc. | | 1.4 Contractor Address<br>755 Banfield Road<br>Portsmouth NH 03801 | |
| 1.5 Contractor Phone Number<br>603-436-6111 ext 152 | 1.6 Account Number<br>05-95-93-930010-7013-102-500731<br>05-95-93-930010-7014-102-500731<br>05-95-93-930010-7852-102-500731<br>05-95-93-930010-7852-502-500891<br>05-95-93-930010-7100-102-500731<br>05-95-93-930010-7016-102-500731 | 1.7 Completion Date<br>June 30, 2021 | 1.8 Price Limitation<br>$9,264,002 |
| 1.9 Contracting Officer for State Agency<br>E. ~~Maria Reinemann, Esq.~~ Nathan White RB<br>~~Director of Contracts and Procurement~~ Director 13/MAY/19 | | 1.10 State Agency Telephone Number<br>~~603-271-9330~~<br>603-271-9631 RB 13/MAY/19 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>RICHARD BAGLEY PRESIDENT | |

1.13 Acknowledgement: State of MASS, County of ESSEX

On 5/6/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

JANINE P. OLIVERI
Notary Public
Massachusetts
My Commission Expires
Jan 25, 2024

1.13.2 Name and Title of Notary or Justice of the Peace

Janine Oliveri - Store Manager

| | |
|---|---|
| 1.14 State Agency Signature<br>Deborah D. Scheetz Date: 5-15-19 | 1.15 Name and Title of State Agency Signatory<br>Deborah D. Scheetz, Director, Division LTSS |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:



RB
5/6/2019

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials RB
Date 5/6/2019

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials RB
Date 5/6/2019

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
*15.2* To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Contractor Initials RB
Date 5/6/2019

## Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*

1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:

1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.

1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services

1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community

1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences

1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications

1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.

1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

1.10. Fiscal Year is a period beginning July 1 and ending June 30.

1.11. Days in this Agreement shall mean calendar days.

1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services.

2.1.2. Community Participation Services and/or Employment Services.

2.1.3. Family-Centered Early Supports and Services.

2.1.4. Family Support Services.

2.1.5. In-Home Support Services.

2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.

2.1.7. Residential Services.

2.1.8. Service Coordination.

2.1.9. Services to Person with Acquired Brain Disorders.

2.1.10. Participant Directed Managed Services.

2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. **National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. **Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion

of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waivered services.

2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.

2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. **Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. **Agreement with Local Community Mental Health Center**

2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:

2.5.1.1. Services for those dually eligible for both organizations, t

2.5.1.2. Transition plans for youth leaving children's services,

2.5.1.3. An Emergency Department protocol for individual's dually eligible,

2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,

2.5.1.5. An annual orientation for case management/intake staff of both organizations, and

2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. **Risk Management**

2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. **Wait List Registry**

2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. **Out of State Placements:**

2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. **Employment Data System (EDS)**

2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.

2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.

2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. **NHLeads**

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. **No Wrong Door System**

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.

2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and

Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.

2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTTS.

2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. **Complaint Investigation**

2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.

2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.

2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. **CMS Requirements Compliance and Corrective Action Plan**

2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. **Maintenance of Fiscal Integrity**

2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall

be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.14.2.2. Current Ratio

a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
b. Formula: Total current assets divided by total current liabilities.
c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
b. Definition: The ratio of Net Income to the year to date debt service.

c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
b. Definition: The ratio of the Contractor's net assets to total assets.
c. Formula: Net assets (total assets less total liabilities) divided by total assets.
d. Source of Data: The Contractor's Monthly Financial Statements.
e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.14.3. In the event that the Contractor does not meet either:

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30)

calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.

2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.14.9. Contractors Request for Extension of Financial Filing Deadlines.

2.14.9.1. If the contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:

2.14.9.1.1. Requests shall be made in writing;

2.14.9.1.2. Requests shall be sent to the director or designee;

2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.14.9.1.4. Requests shall include the following:

2.14.9.1.4.1. Contact information;

2.14.9.1.4.2. Reason for requesting the extension; and

2.14.9.1.4.3. New requested deadline.

2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

# Scope of Services: Detailed Service Descriptions

## 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 8 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire

Administrative Rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

## 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

| Total Number of Children anticipated in SFY 2020 | Total Number of Children anticipated in SFY 2021 |
|---|---|
| 460 | 465 |

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of

FCESS services provided. The report template will be provided by the department.

4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.

4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:

4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.

4.8.2. All staff shall have current individualized professional development plans updated at least annually.

4.8.3. All staff shall have training at least annually in procedural safeguards.

4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.

4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.

4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:

4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;

4.9.2. Services start no later than thirty (30) days from the IFSP start date; and

4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.

4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).

4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.

4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.

4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.

4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.

4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.

4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

| Number of Unduplicated Families to be Served | Number of Unduplicated Families Provided with Respite Only | Number of Unduplicated Families Provided with Non-Respite Only (Family Supports) | Number of Unduplicated Families Provided with Both Types of Family Supports | Total Respite Units |
|---|---|---|---|---|
| 574 | 4 | 441 | 129 | 42,139 |

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America:

5.1.2.1. Staff and families work together in relationships based on equality and respect.

5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.

5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.

5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.

5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.

5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.

5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence

5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 18 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 487 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 4 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the $0 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

## 12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

## 13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further purse an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

# Exhibit A-2 One Sky Community Services

| Detailed Service | Service Group | Count | Service Units |
|---|---|---|---|
| **Community Support/Independent Living** | | | |
| | Community Support Services | 24 | 21,425 |
| **Community Participation Services** | | | |
| | Day | 159 | 731,553 |
| | SEP | 24 | 43,261 |
| **In Home Support Services** | | | |
| | In Home Supports | 46 | 552 |
| **Residences Which May Also Provide Community Participation Services** | | | |
| | Day | 52 | 215,338 |
| | Residential | 52 | 16,805 |
| **Residential Services** | | | |
| | Residential | 126 | 41,237 |
| **Services to Persons With Acquired Brain Disorders** | | | |
| | Day | 6 | 26,941 |
| | Residential | 8 | 2,616 |
| | Consolidated Services | 4 | 48 |
| **Participant Directed and Managed Services** | | | |
| | Consolidated Services | 106 | 1,272 |

**Hampshire Department of Health and Human Services**
**Developmental and Acquired Brain Disorder Services**

## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.

   1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.

2. This contract is funded with funds from:

   2.1. State of New Hampshire General Funds

   2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).

   2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

**3. Payment for Regional Family Support Council**

   3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.

   3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of $71,078.

**4. Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**

   4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.

   4.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.

   4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS

training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of $3000.

**5. Payment for Room and Board Expenses for individuals who receive Residential Services**

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is $4,000,000 for Developmental Disabilities room & board (DD) & $1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment for Family Centered Early Supports and Services Supplemental Services funding**

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered

Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is $651,000 ($340,000 from Part C and $311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Continuing Education Assistance**

7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.

7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is $74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**

8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of

accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.

8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**

9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this

Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**10. Allocation of Funding**

10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

## SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:

   6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAGLEY
Title: PRESIDENT

## CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAGLEY
Title: PRESIDENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAILEY
Title: PRESIDENT

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAGLEY
Title: PRESIDENT

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAGLEY
Title: PRESIDENT

## HEALTH INSURANCE PORTABILITY ACT
## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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.

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 | One Sky Community Services, Inc |
| The State | Name of the Contractor |
| Deborah D. Scheetz | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | RICHARD BAGLEY |
| Name of Authorized Representative | Name of Authorized Representative |
| Director, Division of LTSS | PRESIDENT |
| Title of Authorized Representative | Title of Authorized Representative |
| 5-15-19 | 5/6/2019 |
| Date | Date |

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/6/2019
Date

Name: RICHARD BAGLEY
Title: PRESIDENT

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 16-184-1853

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?

   _____ NO _X_ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _X_ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONE SKY COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1983. 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: **65212**
Certificate Number: **0004510871**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May A.D. 2019.

William M. Gardner
Secretary of State

# CERTIFICATE OF VOTE

I, Vivian Winham, do hereby certify that:

1. I am a duly elected Officer of One Sky Community Services, Inc..

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of the Agency duly held on May 6, 2019:

   **RESOLVED:**

   That the President of the Board of Directors of One Sky Community Services, Inc. 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 6th day of May, 2019.

4. Richard Bagley is the duly elected President of the Board of Directors of the Agency.

Vivian Winham
Vivian Winham,
Secretary of the Board of Directors of One Sky Community Services, Inc.

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 6 day of May, 2019.

By Vivian Winham.
Vivian Winham

Amy L. Delmar, Justice of the Peace
(Notary Public/Justice of the Peace)

Commission Expires: May 17, 2022

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
1 New Hampshire Avenue, Suite 340
Portsmouth, NH 03801

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 778-8985 FAX (A/C, No): (603) 778-8987
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Insurance Company | 18058 |
| INSURER B: Wesco Insurance Company | 25011 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
One Sky Community Services, Inc
755 Banfield Rd #3
Portsmouth NH 03801

**COVERAGES** **CERTIFICATE NUMBER:** 48567782 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY | | | PHPK1914344 | 2/1/2019 | 2/1/2020 | EACH OCCURRENCE | $ 1,000,000 |
| | ☐ CLAIMS-MADE ☑ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | ☑ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK1914346 | 2/1/2019 | 2/1/2020 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☑ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | ☑ UMBRELLA LIAB ☐ OCCUR | | | PHUB656716 | 2/1/2019 | 2/1/2020 | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED ☐ RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WWC3394145 | 2/1/2019 | 2/1/2020 | ☑ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | Sexual Abuse or Molestation | | | PHPK1914344 | 2/1/2019 | 2/1/2020 | $1,000,000 occ/$3,000,000 Agg | |
| A | Professional Liability | | | PHPK1914344 | 2/1/2019 | 2/1/2020 | $1,000,000 occ/$3,000,000 Agg | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

State of New Hampshire
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
Michael Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.

## About One Sky Community Services, Inc.

Originally incorporated as Community Developmental Services in 1983, One Sky is the designated area agency for Region VIII, serving the 24 cities and towns of Upper Rockingham County. Starting out with a handful of individuals transitioning out of Laconia and relatively few dollars, we have grown into a comprehensive service agency serving over 400 adults and 600 families with an annual budget of over twenty million dollars.

Our goal is to become the leading provider of integrated service coordination services to individuals with alternate abilities in our area. Our core competencies will be identifying the needs of the individuals who come to us for support; developing person-centered plans to address those specific needs; having a rich network of third party service providers who are able to provide the individuals we serve with the specific supports and services they need; understanding all available funding sources, preparing and helping to implement a fully integrated and funded service plans to meet the needs of the individuals we serve; and measuring performance and striving for continuous quality improvement so that we can hold all stakeholders accountable.

## The One Sky Mission:

***We are all focused on one thing: making the dreams of the individuals we serve a reality. We will do that by:***

- Focusing on what each individual we serve ***CAN*** do rather than what they ***CANNOT*** do;
- Promoting community understanding and acceptance that the individuals we serve are no different than other members of the community and all want the same things we all do:
    - A safe and secure place to live in their community;
    - A loving and caring relationship with someone else; and
    - The chance to pursue their personal and professional goals as a member of our community.
- Recruiting, training and developing employees who feel empowered to unleash the potential of every individual we serve and advocate for them both internally and within the community.
- Exhausting all available funding sources to provide the individuals we serve and their families with the maximum support available to them.
- Assisting the families of the individuals we support to be effective advocates for their loved ones
- Working together with all members of our community – individuals, schools, local governments and businesses – to make the dreams of the individuals we serve a reality.

BerryDunn

[redacted]

One Sky Community Services

One Life. Endless Possibilities

**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**

[redacted]

BerryDunn

## INDEPENDENT AUDITOR'S REPORT

Board of Directors
One Sky Community Services, Inc.

We have audited the accompanying financial statements of One Sky Community Services, Inc. (the Organization), which comprise the statements of financial position as of June 30, 2018 and 2017, the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these 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 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 the financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 8, 2018

## ONE SKY COMMUNITY SERVICES, INC.

### Statements of Financial Position

### June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| **ASSETS** | | |
| Current assets | | |
| Cash and cash equivalents | **$ 1,740,253** | $ 943,243 |
| Client funds held | **369,333** | 367,938 |
| Accounts receivable, net | **1,994,666** | 3,211,473 |
| Prepaid expenses | **89,932** | 48,770 |
| Total current assets | **4,194,184** | 4,571,424 |
| Property and equipment | | |
| Land | **253,200** | 253,200 |
| Buildings | **860,505** | 860,505 |
| Leasehold improvements | **717,329** | 596,638 |
| Vehicles | **91,213** | 91,213 |
| Equipment | **417,220** | 417,220 |
| Construction in progress | **24,500** | 26,121 |
| | **2,363,967** | 2,244,897 |
| Less accumulated depreciation | **(1,391,239)** | (1,299,937) |
| Property and equipment, net | **972,728** | 944,960 |
| Other assets | **58,307** | 54,932 |
| Total assets | **$ 5,225,219** | $ 5,571,316 |
| **LIABILITIES AND NET ASSETS** | | |
| Current liabilities | | |
| Accounts payable | **$ 2,532,758** | $ 2,618,059 |
| Accrued expenses and other current liabilities | **317,056** | 372,723 |
| Deferred revenue | **21,045** | 211,637 |
| Client funds held | **369,333** | 367,938 |
| Technical assistance loan | **-** | 23,961 |
| Total current liabilities and total liabilities | **3,240,192** | 3,594,318 |
| Net assets | | |
| Unrestricted | **1,925,215** | 1,976,998 |
| Temporarily restricted | **59,812** | - |
| Total net assets | **1,985,027** | 1,976,998 |
| Total liabilities and net assets | **$ 5,225,219** | $ 5,571,316 |

The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

### Statements of Activities

### Years Ended June 30, 2018 and 2017

| | 2018 | 2017 |
|---|---|---|
| Changes in unrestricted net assets | | |
| Public support and revenue | | |
| Medicaid revenue | **$24,311,091** | $23,430,606 |
| Division of Developmental services | **1,519,487** | 1,447,700 |
| Contributions | **66,454** | 26,749 |
| Interest | **464** | 485 |
| Other revenue | **614,583** | 669,325 |
| Net assets released from restriction for operating purposes | **41,854** | - |
| Total public support and revenue | **26,553,933** | 25,574,865 |
| Expenses | | |
| Program services | | |
| Service coordination | **1,131,440** | 1,011,732 |
| Residential services | **7,406,462** | 3,650,797 |
| Participant directed and managed/in-home supports | **4,663,722** | 4,333,762 |
| Early intervention | **1,236,398** | 1,097,377 |
| Family support | **290,837** | 496,931 |
| Respite care | **86,016** | 185,258 |
| Combined residential day programs and community support | **6,062,539** | 9,339,090 |
| Independent living | **267,206** | 347,425 |
| Day services | **3,238,443** | 3,262,626 |
| Clinical supports | **227,033** | 245,007 |
| School services | **103,752** | 173,524 |
| Total program services | **24,713,848** | 24,143,529 |
| Supporting services | | |
| General management | **1,891,868** | 1,973,339 |
| Total expenses | **26,605,716** | 26,116,868 |
| Change in unrestricted net assets | **(51,783)** | (542,003) |
| Changes in temporarily restricted net assets | | |
| Contributions | **101,666** | - |
| Net assets released from restriction for operating purposes | **(41,854)** | - |
| Change in temporarily restricted net assets | **59,812** | - |
| Change in net assets | **8,029** | (542,003) |
| Net assets, beginning of year | **1,976,998** | 2,519,001 |
| Net assets, end of year | **$ 1,985,027** | $ 1,976,998 |

The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

### Statement of Functional Expenses

### Year Ended June 30, 2018

| | Service Coordination | Residential Services | Participant Directed and Managed / In-Home Supports | Early Intervention | Family Support | Respite Care | Combined Residential / Day Services | Independent Living | Day Services | Clinical Supports | School Services | General Management | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Personnel costs | | | | | | | | | | | | | |
| Salary and wages | $ 774,825 | $ 16,367 | $ 1,328,918 | $ (1,346) | $ 112,239 | $ - | $ 350,537 | $ 90,703 | $ 144,672 | $ 90,547 | $ 45,441 | $ 858,597 | $ 3,811,500 |
| Employee benefits | 193,799 | 23 | 356,305 | - | 47,589 | - | 47,929 | 31,738 | 31,709 | 7,961 | 23,803 | 184,841 | 835,697 |
| Payroll taxes | 58,662 | 1,202 | 102,726 | (98) | 8,981 | - | 26,495 | 7,156 | 11,114 | 6,778 | 3,875 | 65,130 | 292,021 |
| Professional fees and consultants | | | | | | | | | | | | | |
| Client treatment and services | 39,311 | 895,368 | 1,814,246 | 44,141 | - | 84,522 | 8,730 | 12 | 118,429 | 170,054 | 36 | 12,073 | 3,126,932 |
| Accounting and auditing | - | - | - | - | - | - | - | - | - | - | - | 24,086 | 24,086 |
| Legal | - | - | - | - | - | - | - | - | - | - | - | 19,694 | 19,694 |
| Payroll preparation | 6,127 | - | 19,694 | - | 6,793 | - | 2,831 | 1,751 | 1,751 | 438 | 1,313 | 131,887 | 172,385 |
| Other | 18,094 | 127 | 41,325 | - | - | - | 21,013 | 17 | 929 | - | 98 | 182,457 | 264,060 |
| Conferences and conventions | 5,088 | - | 2,808 | - | 366 | - | 416 | 244 | 494 | 61 | 183 | 4,381 | 14,041 |
| Occupancy costs | | | | | | | | | | | | | |
| Rent | 22,064 | 400 | 72,777 | - | 9,550 | - | 9,221 | 6,092 | 7,452 | 2,305 | 10,088 | 41,487 | 181,434 |
| Electricity and other utilities | 4,432 | 411 | 12,099 | - | 1,592 | - | 34,428 | 1,015 | 1,543 | 385 | 1,843 | 16,073 | 73,821 |
| Maintenance and repairs | - | - | - | - | - | - | 65,140 | - | 815 | - | 815 | 7,296 | 74,066 |
| Other occupancy costs | - | - | - | - | - | - | 14,639 | - | - | - | - | - | 14,639 |
| Consumable supplies | | | | | | | | | | | | | |
| Client consumables | 3,617 | - | 5,331 | - | 700 | - | 31,071 | 506 | 434 | 169 | 627 | 10,080 | 52,535 |
| Office | 8,611 | - | 9,755 | - | 1,405 | - | 3,303 | 817 | 776 | 309 | 1,130 | 19,873 | 45,979 |
| Equipment maintenance | 12,031 | - | 42,437 | - | 5,187 | - | 5,008 | 3,308 | 3,275 | 1,251 | 4,706 | 18,143 | 95,346 |
| Advertising | 328 | - | 567 | - | - | - | 26 | - | - | - | 25 | 2,116 | 3,062 |
| Printing | - | - | - | - | 49 | - | - | - | - | - | - | 2,331 | 2,380 |
| Telephone | 5,366 | - | 9,710 | - | 1,269 | - | 1,921 | 810 | 825 | 307 | 1,195 | 6,793 | 28,196 |
| Postage | 3,240 | - | 9,778 | - | 1,304 | - | 1,304 | 869 | 869 | 217 | 652 | 4,389 | 22,622 |
| Transportation | 33,192 | 2,336 | 117,725 | - | 1,915 | - | 7,779 | 10,105 | 15,752 | 6,010 | 6,273 | 9,834 | 210,921 |
| Assistance to individuals | 924 | 1,418 | 15,256 | - | 85,227 | - | 574 | 9 | 195 | - | 956 | 9,671 | 114,230 |
| Insurance | 3,240 | - | 10,411 | - | 1,390 | - | 1,388 | 926 | 926 | 231 | 695 | 14,876 | 34,083 |
| Members' dues | - | 80 | - | - | - | - | (25) | - | - | - | - | 3,700 | 3,755 |
| Other expenditures | 16,511 | - | (22) | - | 1,537 | - | 468 | 4,095 | 361 | - | - | 75,611 | 98,561 |
| Subcontractor | - | 6,488,730 | 691,876 | 1,193,701 | - | - | 5,361,197 | 107,033 | 2,896,122 | - | - | 159,709 | 16,898,368 |
| Total expenses before depreciation and amortization | 1,119,462 | 7,406,462 | 4,663,722 | 1,236,398 | 287,093 | 84,522 | 5,995,193 | 267,206 | 3,238,443 | 227,033 | 103,752 | 1,885,128 | 26,514,414 |
| Depreciation and amortization | 11,978 | - | - | - | 3,744 | 1,494 | 67,346 | - | - | - | - | 6,740 | 91,302 |
| Total program expenses | $ 1,131,440 | $ 7,406,462 | $ 4,663,722 | $ 1,236,398 | $ 290,837 | $ 86,016 | $ 6,062,539 | $ 267,206 | $ 3,238,443 | $ 227,033 | $ 103,752 | $ 1,891,868 | $ 26,605,716 |

The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

### Statement of Functional Expenses

### Year Ended June 30, 2017

| | Service Coordination | Residential Services | Participant Directed and Managed / In-Home Supports | Early Intervention | Family Support | Respite Care | Combined Residential / Day Services | Independent Living | Day Services | Clinical Supports | School Services | General Management | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Personnel costs | | | | | | | | | | | | | |
| Salary and wages | $ 654,398 | $ 39,769 | $1,380,744 | $ 2,693 | $ 212,078 | $ - | $ 739,786 | $ 116,648 | $ 137,692 | $ 90,924 | $ 103,220 | $ 865,739 | $ 4,343,691 |
| Employee benefits | 136,868 | 7,761 | 88,867 | - | 45,572 | - | 159,275 | 34,761 | 25,487 | 17,183 | 25,400 | 219,920 | 761,094 |
| Payroll taxes | 50,483 | 3,052 | 101,842 | 156 | 16,418 | (38) | 57,170 | 9,214 | 10,204 | 6,981 | 7,674 | 67,288 | 330,444 |
| Professional fees and consultants | | | | | | | | | | | | | |
| Client treatment and services | 43,590 | 216,398 | 1,711,640 | 21,532 | 12 | 181,830 | 774,772 | 126 | 1,707 | 118,229 | 765 | (1,537) | 3,069,064 |
| Accounting and auditing | - | - | - | - | - | - | 1,157 | - | - | - | - | 35,000 | 36,157 |
| Legal | 91 | - | - | - | - | - | - | - | - | - | - | 32,001 | 32,092 |
| Payroll preparation | 6,456 | 339 | 15,547 | - | 9,535 | - | 7,144 | 1,658 | 1,180 | 827 | 1,189 | 210,864 | 254,739 |
| Other | (4,236) | (43,904) | 69,597 | 3,180 | 368 | 63 | 86,070 | 35,142 | 309 | 114 | 328 | 131,743 | 278,774 |
| Conferences and conventions | 3,688 | 209 | 1,016 | - | 1,100 | - | 3,040 | 538 | 322 | 1,260 | 384 | 5,270 | 16,827 |
| Occupancy costs | | | | | | | | | | | | | |
| Rent | 26,842 | - | 11,185 | - | 8,966 | - | 9,702 | 9,251 | 7,896 | 2,516 | 10,214 | 102,132 | 188,704 |
| Electricity and other utilities | 1,826 | - | 766 | - | 87 | - | 30,919 | 90 | 1,744 | 24 | 1,901 | 20,309 | 57,665 |
| Maintenance and repairs | 121 | - | 66 | - | 25 | - | 62,192 | 8 | (105) | 2 | 331 | 4,328 | 66,968 |
| Consumable supplies | | | | | | | | | | | | | |
| Client consumables | 1,376 | 37 | 421 | - | 1,054 | - | 33,677 | 233 | 67 | 54 | 254 | 34,816 | 71,789 |
| Office | 8,602 | 72 | 178 | - | 701 | 222 | 5,342 | 68 | 965 | 24 | 893 | 39,788 | 56,875 |
| Equipment maintenance | 3,965 | - | 4,522 | - | 631 | 190 | 972 | 537 | 199 | 146 | 656 | 94,130 | 105,948 |
| Advertising | 330 | - | 979 | - | - | - | 296 | - | - | - | 72 | 4,123 | 5,800 |
| Printing | 51 | - | - | - | 73 | 51 | - | - | - | - | - | 5,319 | 5,494 |
| Telephone | 2,718 | - | 640 | - | 238 | - | 1,087 | 474 | 438 | 61 | 638 | 32,063 | 38,357 |
| Postage | 5,678 | - | 2,601 | - | 1,235 | - | 5,916 | 1,278 | 889 | 347 | 1,062 | 5,032 | 24,038 |
| Transportation | 32,793 | 1,004 | 129,528 | 53 | 11,233 | 1,004 | 29,939 | 9,674 | 19,263 | 5,930 | 14,242 | 13,221 | 267,884 |
| Assistance to individuals | 5,521 | 16,389 | 76,692 | - | 180,252 | 250 | 14,004 | 140 | 934 | - | 2,474 | 9,618 | 306,274 |
| Insurance | 9,487 | - | 863 | 216 | 1,726 | - | 11,175 | 647 | - | - | 647 | 2,956 | 27,717 |
| Members' dues | 50 | 100 | 75 | - | 32 | - | 1,000 | - | - | - | - | 3,844 | 5,101 |
| Other expenditures | 7,519 | - | (144) | - | 1,371 | - | 7,750 | 1,420 | 4,487 | 385 | 1,180 | 27,967 | 51,935 |
| Subcontractor | - | 3,409,571 | 736,138 | 1,069,547 | - | - | 7,225,705 | 125,498 | 3,048,948 | - | - | - | 15,615,407 |
| Total expenses before depreciation and amortization | 998,217 | 3,650,797 | 4,333,762 | 1,097,377 | 492,707 | 183,672 | 9,268,090 | 347,425 | 3,262,626 | 245,007 | 173,524 | 1,965,734 | 26,018,838 |
| Depreciation and amortization | 13,515 | - | - | - | 4,224 | 1,586 | 71,000 | - | - | - | - | 7,605 | 98,030 |
| Total program expenses | $ 1,011,732 | $ 3,650,797 | $4,333,762 | $ 1,097,377 | $ 496,931 | $ 185,258 | $ 9,339,090 | $ 347,425 | $3,262,626 | $ 245,007 | $ 173,524 | $ 1,973,339 | $ 26,116,868 |

The accompanying notes are an integral part of these financial statements.

**ONE SKY COMMUNITY SERVICES, INC.**

**Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

| | 2018 | 2017 |
|---|---|---|
| Cash flows from operating activities | | |
| Change in net assets | **$ 8,029** | $ (542,003) |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | **91,302** | 98,030 |
| Forgiveness of debt | **(23,961)** | - |
| Changes in operating assets and liabilities | | |
| Accounts receivable, net | **1,216,807** | 11,646 |
| Prepaid expenses | **(41,162)** | (21,085) |
| Accounts payable | **(85,301)** | 324,890 |
| Accrued expenses and other current liabilities | **(55,667)** | 25,652 |
| Deferred revenue | **(190,592)** | (179,953) |
| Net cash provided (used) by operating activities | **919,455** | (282,823) |
| Cash flows from investing activities | | |
| Purchases of property and equipment | **(119,070)** | (17,395) |
| Change in other assets | **(3,375)** | 4,713 |
| Net cash used by investing activities | **(122,445)** | (12,682) |
| Net increase (decrease) in cash and cash equivalents | **797,010** | (295,505) |
| Cash and cash equivalents, beginning of year | **943,243** | 1,238,748 |
| Cash and cash equivalents, end of year | **$ 1,740,253** | $ 943,243 |
| Supplementary Information: | | |
| Acquisition of property and equipment with technical assistance loan | **$ -** | $ 23,961 |
| Forgiveness of technical assistance loan | **$ 23,961** | $ - |

The accompanying notes are an integral part of these financial statements.

## Nature of Activities

One Sky Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation providing a wide range of community-based services. It contracts with the New Hampshire Department of Health and Human Services to provide community-based services and support for those with developmental disabilities and acquired brain disorders in Rockingham County. The majority of its funding is from federal and state government programs.

## 1. Summary of Significant Accounting Policies

### Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restriction. As of June 30, 2018 the Organization had temporarily restricted net assets of $59,812. There were no temporarily restricted net assets as of June 30, 2017.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

### Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

## Contributions of Property and Services

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

## Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. As of June 30, 2018 there was no allowance for uncollectible accounts. As of June 30, 2017, the allowance for uncollectible accounts was $11,473.

## Property, Equipment and Depreciation

Purchased property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

| | |
|---|---|
| Buildings and improvements | 10-40 years |
| Equipment | 3-10 years |
| Vehicles | 5 years |

## Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

### Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised to seperate costs associated with Day programs and Residential Services program. In 2017, the Day program and Residential Services program were combined.

### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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.

### 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 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.

## 2. Line of Credit and Technical Assistance Loan

### Line of Credit

The Organization has a line of credit agreement with a bank amounting to $1,500,000, collateralized by a security interest in substantially all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of .75% over the bank's Prime rate (5.75% at June 30, 2018). At June 30, 2018 and 2017, there was no outstanding balance on the line.

### Technical Assistance Loan

The Organization received $23,961 in advances during 2017 under a technical assistance loan from the New Hampshire Housing Finance Authority (the Authority) with an advance ceiling of $30,000. The loan was non-interest bearing and advances were limited to funding renovation and development planning costs for four of the Organization's housing properties. As of June 30, 2017, the Organization had incurred predevelopment costs of $26,121 which were reported as construction in progress on the statement of financial position. Per the terms of the loan, should the project be determined to be infeasible by the Authority, the loan would be forgiven. During 2018, it was determined the project was infeasible to complete and the Organization recorded the loan forgiveness as a contribution.

## 3. Commitments and Contingencies

### Operating Leases

The Organization leases its primary facility pursuant to the terms of a lease that expires in May 2027. The initial rent of $16,413 per month increases 2% on each anniversary, with tiered increases in the annual percentage beginning in the third year of the lease term. The lessee is responsible for all utilities, repairs and maintenance and insurance and a prorata share of the real estate taxes and common area costs over a base.

Additional facilities are leased at $1,524 per month under month-to-month tenancy subject to a written 60-day notice of non-renewal. The Organization is responsible for all utilities and maintenance.

Rent expense was $181,434 and $188,704 for the years ended June 30, 2018 and 2017, respectively.

Future minimum operating lease payments are as follows:

| | Total |
|---|---|
| 2019 | $ 201,565 |
| 2020 | 205,938 |
| 2021 | 212,116 |
| 2022 | 218,479 |
| 2023 | 225,780 |
| Thereafter | 944,426 |
| | 2,008,304 |

### Contingent Liabilities

The Organization receives funding under various State and Federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the funds.

The acquisition of real property has been funded, in part, by State and Federal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2018 and 2017, no provision has been made for these contingencies.

Recently the Center for Medicare and Medicaid Services (CMS) provided a ruling to the State of New Hampshire Bureau of Development Services (BDS) stating that an agency providing case management services also cannot provide direct services as it may create a conflict of interest.

BDS has until January 1, 2019 to present a plan to mitigate the conflict of interest. At this time, the impact to the Organization cannot be reasonably determined.

**Self-Insurance Program**

The Organization self-insures a portion of its employee health benefits. Stop loss insurance is in effect which limits the Organization's exposure to loss on an individual basis of $30,000 and an annual aggregate basis of $1,000,000. In 2018 and 2017, total claims for health benefits were $684,046 and $587,845, respectively. As of June 30, 2018, the Organization accrued a liability for claims that have been incurred, but not yet reported of $39,850.

**Litigation**

The Organization is involved in litigation 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.

## 4. Concentration of Revenues and Risk

For the years ended June 30, 2018 and 2017, approximately 92% of the support and revenue of the Organization was derived from Medicaid. Accounts receivable from Medicaid totaled $1,765,201 and $3,100,879 at June 30, 2018 and 2017, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

## 5. Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 8, 2018, which is the date that the financial statements were available to be issued.

**BOARD OF DIRECTORS - REGION VIII**
**ONE SKY COMMUNITY SERVICES, INC.**
**05/07/2019**

| | NAME | TERM ENDS |
|---|---|---|
| 1. | Bagley, Richard<br>**President** | Aug. 2019 |
| 2. | Brennan-Curry, Anna | Nov. 2021 |
| 3. | Brown, David, Esq. | Sep.. 2020 |
| 4. | *Brown, Robert<br>**Treasurer** | Mar. 2022 |
| 5. | *Clayburgh, Nancy | Sep. 2020 |
| 6. | *Grossman, Gabrielle | May 2019 |
| 7. | *Kuchtey, Walter | May 2020 |
| 8. | *Madison, Robert | Mar. 2021 |
| 9. | Moynihan, Francis J. (Chip) | June 2021 |
| 10. | Trinward, Kyle<br>**Vice President** | July 2019 |
| 11. | Winham, Vivian<br>**Secretary** | Apr. 2020 |

* indicates consumer representative

## A. CHRISTIAAN (CHRIS) MUNS

### SUMMARY

Business and community leader with extensive private sector expertise designing and delivering human resource solutions for large and mid-size companies and public sector service as a local community organizer, elected school board member and state representative. Very energetic, with high personal performance standards; able to not only develop and present a strategic vision but willing and able to "roll up his sleeves" and deliver immediate results.

### STRENGTHS

- Deep understanding of how to design and use systems and technology to support decision making and organizational objectives (e.g. minimize redundancy, maximize efficiency, focus limited resources for greatest possible benefit)
- Focused expertise in the design and delivery of compensation, benefits, HRIS and talent management solutions that are in line with an organization's overall objectives (e.g. manager and director of compensation, benefits and HRIS at Raytheon, Fisher Scientific and Comverse; director of HR service center at Comverse)
- Hands-on financial management expertise (e.g. financial analyst, plant and regional controller managing P&L, balance sheet and transaction processing)
- Identify, establish, maintain and manage key personal and organizational relationships. (e.g. VP – Relationship Manager at Fidelity Investments, state representative, state senate candidate)
- Quickly identify problems and bring key stakeholders together to formulate and implement solutions that minimize risk and maximize impact (e.g. return on investment; heightened community awareness)
- Organizational skills needed to not only plan projects but to keep them moving forward.
- Community outreach including fundraising, establishing and maintaining on-line presence, preparing and distributing newsletters and organizing public policy forums.
- Media relations (blogging, monthly newspaper column, preparing press releases, answering questions from media, interviews)
- Government relations; working with leaders at school district, town, state and national levels.

### PROFESSIONAL EXPERIENCE

**ONE SKY COMMUNITY SERVICES, INC.** **Portsmouth, NH**

*Private non-profit corporation dedicated to ensuring that individuals with developmental disabilities and acquired brain disorders are able to live independently in t*

**Chief Executive Officer** (April 2015 to Present)

Responsible for overall management, planning, vision and leadership for all aspects of One Sky Community Services, working closely with and responsible to the Board of Directors.

- Work in close partnership with the Board of Directors to achieve agency mission, vision, and strategic direction.
- Assure the sound management and progressive development of the organization in accordance with its mission and strategic plan;
- Oversee agency services, operations, properties, and record keeping;
- Provide leadership through advocacy, education, and facilitation of internal and external relationships;
- Ensure agency compliance with regulations related to rights and protections for individuals served;
- Ensure agency compliance with State and Federal regulations applicable to services;
- Assure the quality of and satisfaction with services being provided by Region 8 and through subcontract agencies;
- Provide thorough and timely agency reporting to the Bureau of Developmental Services;
- Work with management to prepare a budget, present it to the Board, and see that the organization operates within budget guidelines;
- Assure adequate control and accounting of all funds, including developing and maintaining sound financial practices;
- Advocate with State and Federal funding sources for adequate resources to support agency operations and address needs;
- Work to expand resources to support operations.
- Establish and maintain positive relationships with individuals and families;
- Support individuals and families in advocacy efforts and advocate on their behalf as appropriate;
- Promote community understanding, acceptance of, and support for individuals with developmental disabilities;
- Maintain good working relationships with subcontract agencies;
- Maintain on-going communication and collaboration with the Bureau and other funding sources;
- Promote One Sky's presence within our communities.

A. CHRISTIAAN (CHRIS) MUNS chrismuns@comcast.net

## PROFESSIONAL EXPERIENCE (cont'd)

**COMVERSE, INC.** **Wakefield, MA**

*Leading provider of software and systems enabling value-added services for voice, messaging, mobile internet and mobile advertising; converged billing and active customer management; and IP communication.*

**Director, Americas HR Service Center** (2011 to 2012)

Responsible for delivering all HR services to employees of multiple business units deployed in Canada, the United States, Mexico, Brazil, Argentina and Chile.

- Re-staffed service center by recruiting and hiring Compensation Manager, Recruiting Manager, HR Generalist, HR Country Manager and U.S. Immigration Specialist.
- Managed 4 reductions in force; including detailed legal compliance reviews in the United States
- Implemented critical recruiting plan for largest business unit in the Americas Region
- Developed and presented concept for new U.S. medical plan offering and outsourced administrative solution to CFO and CEO. Project will save the company $0.6 million over three years and significantly improve level of service.
- Driving force behind 401K Investment Committee and decision by committee to hire independent outside investment advisor.

**Director, Compensation & HRIS** (2007 to 2011)

- Designed, implemented and managed the Incentive Performance Plan (IPP) in 2007 for largest business unit, which was extended to entire company in 2008 as Comverse Incentive Compensation Plan (CICP).
- Developed many of the training materials for CICP.
- Identified and resolved payroll related compliance issues in Chile; on-call and overtime practices throughout the Americas region.
- Implemented formal overtime policy in Argentina and the United States.
- Assisted in implementation of talent management system compensation and employment modules
- Assumed responsibility for HRIS function in February 2010
- Managed all equity (stock options and restricted stock grants) programs between October 2010 and February 2011

**Director, Compensation & Benefits** (2005 to 2007)

- Key member of team that completed due diligence of Kenan acquisition.
- Successfully completed integration of 900+ Kenan U.S. based population into U.S. benefits program.
- Implemented benefit plan changes that limited growth in U.S. benefits programs costs to 8% in 2006 and 6% in 2007.
- Reintroduced on-line benefits enrollment for all U.S. based employees in 2006.
- Managed stock option allocation process within the Americas region for December 2005 stock option awards.
- Spearheaded response in Americas region to numerous requests for information from internal and external auditors following disclosure of stock option administration irregularities.
- Successfully implemented global jobs classification system within the Americas Region

**FIDELITY INVESTMENTS** **Marlboro, MA**

**Fidelity Human Resource Services Company**

*Unit of Fidelity Investments providing integrated employee benefits, stock compensation and global human resources and payroll solutions.*

**Vice President/Relationship Manager** (1999 to 2004)

Accountable for all facets of 9 Fortune 500 client relationships representing over 300,000 employees, $6.1 billion in assets and $20 million in annual revenues to Fidelity. Partnered with them to understand their HR/benefits issues and leverage Fidelity resources to help them successfully meet their business objectives.

- Developed strong relationships at the VP of HR and Treasurer/CFO levels with all clients.
- Satisfaction rating of Very Good or Excellent from 100% of senior client contacts surveyed.
- Identified and successfully negotiated opportunity to provide pension plan administration services to existing client and have client invest $280 million in Fidelity managed investments.
- Assisted 2 clients in design of defined contribution retirement account replacement for traditional defined benefit pension plans such that there was no incremental administrative cost to them.
- Successfully re-negotiated 401(k) trustee agreement with one client that resulted in 15% increase in Fidelity operating margin without increasing recordkeeping fees to client.
- Successfully re-negotiated pension and health & welfare administrative services agreement with one client that resulted in 30% increase in ongoing revenues.
- Identified opportunities to offer Fidelity's Stock Option Administration capabilities to multiple clients

## PROFESSIONAL EXPERIENCE (cont'd)

**FISHER SCIENTIFIC INTERNATIONAL INC.** **Hampton, NH**

*$2 billion international distributor of scientific products and services. Merged with Thermo Electron in 2006 to form Thermo Fisher Scientific.*

**Director of Corporate Benefits** (1996 to 1999)

Responsible for the design, administration, and communication of all medical, dental, life insurance, disability, pension and defined contribution retirement programs.

- Introduced Cash Balance Pension Plan, extending basic retirement benefits and producing 4-year P&L savings of $3.2 million (46% reduction) and cash flow savings of $8 million.
- Integrated and consolidated group medical benefit programs following acquisition of CMS; generating 3-year P&L savings of $8 million (16% reduction) and cash flow savings of $5.3 million locking in increases of 8% per year between 1998 and 2000.
- Enhanced 401(k) plan by increasing number of investment options and increasing employee self-service while reducing recordkeeping/trustee fees by 55% ($0.2 million) per year.
- Developed new employee benefit communications program, with consistent "look and feel" and message.
- Completed first ever "catalog" of international benefit offerings.
- Led multi-functional team that developed Y2K compliant HRIS solution.

**THE RAYTHEON COMPANY** **Lexington, MA**

*$ 19 billion manufacturer of defense and commercial electronics, business aviation and special mission aircraft, and provider of engineering and construction services.*

**Manager of Corporate Health and Welfare Benefits and Vendor Relations** (1995 to 1996)

Responsible for the design and administration of all medical, dental life insurance and disability benefit programs.

**Thomson MEDSTAT** **Ann Arbor, MI**

*$ 60 million healthcare consulting organization. Now a subsidiary of The Thomson Corporation.*

**Client Manager** (1994 to 1995, 1990-1992) **Cambridge, MA & Ann Arbor, MI**

Principal point of contact between Thomson MEDSTAT and six Fortune 500 employers. Completed a variety of studies that helped clients better understand how to control group health program costs and improve their overall profitability.

**Thomson MEDSTAT**

**Manager, Database Design Center** (1992 to 1994) **Ann Arbor, MI**

Recruited and managed 15 consultants charged with implementing strategic initiative to radically re-engineer process used to design client specific healthcare information databases.

**WHEELABRATOR TECHNOLOGIES** **Hampton, NH**

*Fortune 500 environmental services company.*

**Director of Employee Benefits** (1989 to 1990) **Hampton, NH**

Coordinated employee benefit planning activities for 15 refuse-to-energy plants nationwide.

**New England Regional Controller** (1987 to 1989) **North Andover, MA**

Supported regional operations manager, standardized budgeting and financial reporting systems and developed business plans for centralized maintenance function and waste-collection business.

**Controller** (1984 to 1987) **Corvallis, OR & Peekskill, NY**

Managed $120 million P&L and $250 million balance sheet, designed and implemented new systems to improve financial and operational controls, human resources administration and planning capabilities and oversaw contracts administration function.

**Financial Analyst** (1982 to 1984) **Hampton, NH**

Quantified and evaluated investment potential of domestic and international alternative energy projects, including a $250 million project financed methanol plant in southern Chile.

**FORD MOTOR COMPANY** **Livonia, MI**

*International manufacturer of automobiles and automotive components*

**Production Planning Analyst** (1977 to 1980)

Evaluated impact of long-term car and truck development plans on component production requirements.

**A. CHRISTIAAN (CHRIS) MUNS** chrismuns@comcast.net

## PUBLIC SERVICE

**Candidate for New Hampshire State Senate - District 24** (2014)

**New Hampshire State Representative** (2012 to 2014)

- One of four elected state representatives from Hampton, NH. Leading vote getter in November 2012 election
- Member and appointed clerk of the Commerce and Consumer Affairs Committee.
- Appointed member and chairperson of the State Retiree Health Plan Commission.
- Appointed member of Coastal Risks and Hazards Commission.
- Appointed member and chairperson of Study Committee to Examine Local Government Center (LGC)

**Winnacunnet Cooperative School Board Member** ( 2012 – 2015)

- At-large representative for the towns of North Hampton, Hampton, Hampton Falls and Seabrook, NH.
- Elected School Board Chairman in March, 2013; re-elected in March 2014.

**Candidate for New Hampshire State Representative** (2010)

**Chairman, Hampton Town Democratic Committee** (2008 – Presnet)

- Developed and oversaw community outreach activities including fundraising, establishing and maintaining on-line presence (web-site, social media), preparing and distributing newsletters and organizing public policy forums.
- Handled media relations (blogging, newspaper columns, preparing press releases, answering questions from media, interviews)
- Worked closely with government and political leaders (from both parties) at school district, town, state and national levels.

## EDUCATION

**Amos Tuck School of Business Administration, Dartmouth College**, Hanover, NH
MBA, General Management

**Bowdoin College**, Brunswick, ME
BA (with honors), Economics

## OTHER

Born in the U.S. of Dutch parents. Lived in The Netherlands and the UK for 9 years. Knowledge of Dutch and German.

## A. CHRISTIAAN (CHRIS) MUNS

### SUMMARY

Business and community leader with extensive private sector expertise designing and delivering human resource solutions for large and mid-size companies and public sector service as a local community organizer, elected school board member and state representative. Very energetic, with high personal performance standards; able to not only develop and present a strategic vision but willing and able to "roll up his sleeves" and deliver immediate results.

### STRENGTHS

- Deep understanding of how to design and use systems and technology to support decision making and organizational objectives (e.g. minimize redundancy, maximize efficiency, focus limited resources for greatest possible benefit)
- Focused expertise in the design and delivery of compensation, benefits, HRIS and talent management solutions that are in line with an organization's overall objectives (e.g. manager and director of compensation, benefits and HRIS at Raytheon, Fisher Scientific and Comverse; director of HR service center at Comverse)
- Hands-on financial management expertise (e.g. financial analyst, plant and regional controller managing P&L, balance sheet and transaction processing)
- Identify, establish, maintain and manage key personal and organizational relationships. (e.g. VP – Relationship Manager at Fidelity Investments, state representative, state senate candidate)
- Quickly identify problems and bring key stakeholders together to formulate and implement solutions that minimize risk and maximize impact (e.g. return on investment; heightened community awareness)
- Organizational skills needed to not only plan projects but to keep them moving forward.
- Community outreach including fundraising, establishing and maintaining on-line presence, preparing and distributing newsletters and organizing public policy forums.
- Media relations (blogging, monthly newspaper column, preparing press releases, answering questions from media, interviews)
- Government relations; working with leaders at school district, town, state and national levels.

### PROFESSIONAL EXPERIENCE

**ONE SKY COMMUNITY SERVICES, INC.** **Portsmouth, NH**

*Private non-profit corporation dedicated to ensuring that individuals with developmental disabilities and acquired brain disorders are able to live independently in t*

**Chief Executive Officer** (April 2015 to Present)

Responsible for overall management, planning, vision and leadership for all aspects of One Sky Community Services, working closely with and responsible to the Board of Directors.

- Work in close partnership with the Board of Directors to achieve agency mission, vision, and strategic direction.
- Assure the sound management and progressive development of the organization in accordance with its mission and strategic plan;
- Oversee agency services, operations, properties, and record keeping;
- Provide leadership through advocacy, education, and facilitation of internal and external relationships;
- Ensure agency compliance with regulations related to rights and protections for individuals served;
- Ensure agency compliance with State and Federal regulations applicable to services;
- Assure the quality of and satisfaction with services being provided by Region 8 and through subcontract agencies;
- Provide thorough and timely agency reporting to the Bureau of Developmental Services;
- Work with management to prepare a budget, present it to the Board, and see that the organization operates within budget guidelines;
- Assure adequate control and accounting of all funds, including developing and maintaining sound financial practices;
- Advocate with State and Federal funding sources for adequate resources to support agency operations and address needs;
- Work to expand resources to support operations.
- Establish and maintain positive relationships with individuals and families;
- Support individuals and families in advocacy efforts and advocate on their behalf as appropriate;
- Promote community understanding, acceptance of, and support for individuals with developmental disabilities;
- Maintain good working relationships with subcontract agencies;
- Maintain on-going communication and collaboration with the Bureau and other funding sources;
- Promote One Sky's presence within our communities.

A. CHRISTIAAN (CHRIS) MUNS chrismuns@comcast.net

## PROFESSIONAL EXPERIENCE (cont'd)

**COMVERSE, INC.** Wakefield, MA

*Leading provider of software and systems enabling value-added services for voice, messaging, mobile internet and mobile advertising; converged billing and active customer management; and IP communication.*

**Director, Americas HR Service Center** (2011 to 2012)

Responsible for delivering all HR services to employees of multiple business units deployed in Canada, the United States, Mexico, Brazil, Argentina and Chile.

- Re-staffed service center by recruiting and hiring Compensation Manager, Recruiting Manager, HR Generalist, HR Country Manager and U.S. Immigration Specialist.
- Managed 4 reductions in force; including detailed legal compliance reviews in the United States
- Implemented critical recruiting plan for largest business unit in the Americas Region
- Developed and presented concept for new U.S. medical plan offering and outsourced administrative solution to CFO and CEO. Project will save the company $0.6 million over three years and significantly improve level of service.
- Driving force behind 401K Investment Committee and decision by committee to hire independent outside investment advisor.

**Director, Compensation & HRIS** (2007 to 2011)

- Designed, implemented and managed the Incentive Performance Plan (IPP) in 2007 for largest business unit, which was extended to entire company in 2008 as Comverse Incentive Compensation Plan (CICP).
- Developed many of the training materials for CICP.
- Identified and resolved payroll related compliance issues in Chile; on-call and overtime practices throughout the Americas region.
- Implemented formal overtime policy in Argentina and the United States.
- Assisted in implementation of talent management system compensation and employment modules
- Assumed responsibility for HRIS function in February 2010
- Managed all equity (stock options and restricted stock grants) programs between October 2010 and February 2011

**Director, Compensation & Benefits** (2005 to 2007)

- Key member of team that completed due diligence of Kenan acquisition.
- Successfully completed integration of 900+ Kenan U.S. based population into U.S. benefits program.
- Implemented benefit plan changes that limited growth in U.S. benefits programs costs to 8% in 2006 and 6% in 2007.
- Reintroduced on-line benefits enrollment for all U.S. based employees in 2006.
- Managed stock option allocation process within the Americas region for December 2005 stock option awards.
- Spearheaded response in Americas region to numerous requests for information from internal and external auditors following disclosure of stock option administration irregularities.
- Successfully implemented global jobs classification system within the Americas Region

**FIDELITY INVESTMENTS** Marlboro, MA

**Fidelity Human Resource Services Company**

*Unit of Fidelity Investments providing integrated employee benefits, stock compensation and global human resources and payroll solutions.*

**Vice President/Relationship Manager** (1999 to 2004)

Accountable for all facets of 9 Fortune 500 client relationships representing over 300,000 employees, $6.1 billion in assets and $20 million in annual revenues to Fidelity. Partnered with them to understand their HR/benefits issues and leverage Fidelity resources to help them successfully meet their business objectives.

- Developed strong relationships at the VP of HR and Treasurer/CFO levels with all clients.
- Satisfaction rating of Very Good or Excellent from 100% of senior client contacts surveyed.
- Identified and successfully negotiated opportunity to provide pension plan administration services to existing client and have client invest $280 million in Fidelity managed investments.
- Assisted 2 clients in design of defined contribution retirement account replacement for traditional defined benefit pension plans such that there was no incremental administrative cost to them.
- Successfully re-negotiated 401(k) trustee agreement with one client that resulted in 15% increase in Fidelity operating margin without increasing recordkeeping fees to client.
- Successfully re-negotiated pension and health & welfare administrative services agreement with one client that resulted in 30% increase in ongoing revenues.
- Identified opportunities to offer Fidelity's Stock Option Administration capabilities to multiple clients

## PROFESSIONAL EXPERIENCE (cont'd)

**FISHER SCIENTIFIC INTERNATIONAL INC.** **Hampton, NH**

*$2 billion international distributor of scientific products and services. Merged with Thermo Electron in 2006 to form Thermo Fisher Scientific.*

**Director of Corporate Benefits** (1996 to 1999)

Responsible for the design, administration, and communication of all medical, dental, life insurance, disability, pension and defined contribution retirement programs.

- Introduced Cash Balance Pension Plan, extending basic retirement benefits and producing 4-year P&L savings of $3.2 million (46% reduction) and cash flow savings of $8 million.
- Integrated and consolidated group medical benefit programs following acquisition of CMS; generating 3-year P&L savings of $8 million (16% reduction) and cash flow savings of $5.3 million locking in increases of 8% per year between 1998 and 2000.
- Enhanced 401(k) plan by increasing number of investment options and increasing employee self-service while reducing recordkeeping/trustee fees by 55% ($0.2 million) per year.
- Developed new employee benefit communications program, with consistent "look and feel" and message.
- Completed first ever "catalog" of international benefit offerings.
- Led multi-functional team that developed Y2K compliant HRIS solution.

**THE RAYTHEON COMPANY** **Lexington, MA**

*$ 19 billion manufacturer of defense and commercial electronics, business aviation and special mission aircraft, and provider of engineering and construction services.*

**Manager of Corporate Health and Welfare Benefits and Vendor Relations** (1995 to 1996)

Responsible for the design and administration of all medical, dental life insurance and disability benefit programs.

**Thomson MEDSTAT** **Ann Arbor, MI**

*$ 60 million healthcare consulting organization. Now a subsidiary of The Thomson Corporation.*

**Client Manager** (1994 to 1995, 1990-1992) **Cambridge, MA & Ann Arbor, MI**

Principal point of contact between Thomson MEDSTAT and six Fortune 500 employers. Completed a variety of studies that helped clients better understand how to control group health program costs and improve their overall profitability.

**Thomson MEDSTAT**

**Manager, Database Design Center** (1992 to 1994) **Ann Arbor, MI**

Recruited and managed 15 consultants charged with implementing strategic initiative to radically re-engineer process used to design client specific healthcare information databases.

**WHEELABRATOR TECHNOLOGIES** **Hampton, NH**

*Fortune 500 environmental services company.*

**Director of Employee Benefits** (1989 to 1990) **Hampton, NH**

Coordinated employee benefit planning activities for 15 refuse-to-energy plants nationwide.

**New England Regional Controller** (1987 to 1989) **North Andover, MA**

Supported regional operations manager, standardized budgeting and financial reporting systems and developed business plans for centralized maintenance function and waste-collection business.

**Controller** (1984 to 1987) **Corvallis, OR & Peekskill, NY**

Managed $120 million P&L and $250 million balance sheet, designed and implemented new systems to improve financial and operational controls, human resources administration and planning capabilities and oversaw contracts administration function.

**Financial Analyst** (1982 to 1984) **Hampton, NH**

Quantified and evaluated investment potential of domestic and international alternative energy projects, including a $250 million project financed methanol plant in southern Chile.

**FORD MOTOR COMPANY** **Livonia, MI**

*International manufacturer of automobiles and automotive components*

**Production Planning Analyst** (1977 to 1980)

Evaluated impact of long-term car and truck development plans on component production requirements.

**A. CHRISTIAAN (CHRIS) MUNS** chrismuns@comcast.net

## PUBLIC SERVICE

**Candidate for New Hampshire State Senate - District 24** (2014)

**New Hampshire State Representative** (2012 to 2014)

- One of four elected state representatives from Hampton, NH. Leading vote getter in November 2012 election
- Member and appointed clerk of the Commerce and Consumer Affairs Committee.
- Appointed member and chairperson of the State Retiree Health Plan Commission.
- Appointed member of Coastal Risks and Hazards Commission.
- Appointed member and chairperson of Study Committee to Examine Local Government Center (LGC)

**Winnacunnet Cooperative School Board Member** ( 2012 – 2015)

- At-large representative for the towns of North Hampton, Hampton, Hampton Falls and Seabrook, NH.
- Elected School Board Chairman in March, 2013; re-elected in March 2014.

**Candidate for New Hampshire State Representative** (2010)

**Chairman, Hampton Town Democratic Committee** (2008 – Presnet)

- Developed and oversaw community outreach activities including fundraising, establishing and maintaining on-line presence (web-site, social media), preparing and distributing newsletters and organizing public policy forums.
- Handled media relations (blogging, newspaper columns, preparing press releases, answering questions from media, interviews)
- Worked closely with government and political leaders (from both parties) at school district, town, state and national levels.

## EDUCATION

**Amos Tuck School of Business Administration, Dartmouth College**, Hanover, NH
MBA, General Management

**Bowdoin College**, Brunswick, ME
BA (with honors), Economics

## OTHER

Born in the U.S. of Dutch parents. Lived in The Netherlands and the UK for 9 years. Knowledge of Dutch and German.

# Vincent A. DiPiero



## Objective:

To obtain an Executive Accounting Management position within an Organization in the need of policies, procedures and system implementations allowing for accurate, efficient and timely preparation of financial statements, tax and regulatory filings, and budgeting.

## Highlights:

Professional with 25 years of management experience, including; financial reporting, tax filings, banking relations, fixed asset accounting, budgeting, accounting system installation and implementation, G/L, A/R and A/P, human resources and payroll processing.

## Professional Experience:

**One Sky Community Service, Inc.** **2019 - Present**
**Chief Financial Officer**

**Pinkerton Academy - Derry, New Hampshire,** **2017 – 2019**
**Financial Controller**

- Responsible for all financial oversight and reporting for the 3,200 student independent high school's $45M operation budget, 23 building $100M physical plant, and 550 employees.
- Create, ensure, and review that proper financial controls are implemented and followed.
- Coordinated and manage year-end independent audit.
- Review and edit annual 990 filing.
- Prepare detailed budget.
- Implemented monthly financial reporting for internal actual to budget management and bond reporting.
- Developed cash management policies, allowing decreased reliance on Line of Credit
- Developed endowment and alumni investment policy
- Oversee federal and state grant billing submission and audit
- Review and present changes/additions to self-funded benefits programs
- Directly manage staff of four

**Finance Consultant,** **2018 – Present**

- Consultant for small and mid-sized for profit and not-for-profit organizations
- Implem[redacted] for accounting systems and payroll systems
- Office org[redacted]
- Financial statement preparation and analysis
- Transaction processing; A/R, A/P and Payroll

**Granite State Hospitality, LLC dba The Common Man Roadside - Hooksett, New Hampshire,** **2016 - 2017 Financial Controller**

- Coordinated and implemented installation of new accounting system. Integrated subsidiary systems with accounting system.
- All financial reporting for four Quick Service Restaurants (QSR), two Convenience Stores and two Gasoline Stations.
- Oversight of installation of new payroll processor. Coordination of 401(k) reporting with integration.
- Estimated annual savings of $50K first year from efficiencies gained by bringing accounting functions in-house.
- Coordinate year-end accounting review with outside accounting firm.
- Investor reporting
- Vendor relations
- Inventory management; Restaurant, Convenience Store (retail) and Gasoline.

**DH Ventures Inc. - Merrimack, New Hampshire,** **2002 - 2016**
**Owner/Operator**

- Manage all duties necessary in running two successful restaurants; accounting, purchasing, payroll, personnel training, meals tax filing, marketing, menu preparation, website creation and maintenance, vendor and banking relations, customer service.
- Proven success in a dynamic environment with ability to remain profitable throughout recessionary times and increased competition.

**Pioneer Medical Systems - Wakefield, Massachusetts 2001 - 2002 Chief Financial Officer**

- Managed process to update accounting system allowing for:
  - Filing of past due corporate tax returns
  - Compliance of lending covenants
- Managed staff of 8, including Staff Accountant, Human Resources, Accounts Receivable/Cash Collections and Accounts Payable.

**TradePoint Systems LLC - Nashua, New Hampshire,** **1997 - 2001**
**Director of Operations**

- Implemented new accounting software.
- Developed and implemented database for accounting and payment of sales commissions.

- Developed and implemented capacity and utilization worksheets for professional services department, including training and custom software developers.
- Secured a multimillion-dollar bank line of credit.
- Coordinated office move from leased space to purchased building.
- Member of Executive Committee.
- Executive of the following departments with direct reports from:
    - Accounting
    - Professional Services and Training
    - Customer Support o Product Maintenance o Human Resources

Prior positions:

- Controller
- Manager of Professional Services and Training
- Accounting Manager

**ASA International - Framingham, Massachusetts, 1993 - 1997**
**General Accountant**

- Performed general accounting function for $25 million public high-tech services company with 7 divisions. Duties included timely financial statement preparation, account reconciliations, fixed asset control, inventory control and valuation.

**Pub Ventures of New England Ltd. - Weston, Massachusetts, 1990 - 1993 General Accountant**

- Performed general accounting function for a 12-restaurant company. Duties included financial statement preparation, account reconciliations, new restaurant accounting, meals tax and use tax filings (MA, NH, RI), daily cash reporting, inventory, fixed asset accounting, gift certificate control.
- Restaurant manager fraud investigation

## Education:

**Master of Business Administration - 1997**
Bentley University - Waltham, Massachusetts

**Bachelor of Science - 1989**
University of Miami - Coral Gables, Florida

## Accounting and Office Software:

Infinite Visions (Tyler Technologies)
Peachtree/Sage 50
Sage X3

Familiarity with QuickBooks and Great Plains

Aloha Restaurant POS
Radiant Grocery and Gasoline POS
ADP, Paychex and Employer on the GO Payroll Systems Microsoft Office
Google Suite

## OBJECTIVE

To improve the lives of individuals and families

## SKILLS

Advocacy
Board development
Collaboration and coordination
Community relations
Decision making
Financial management
Fundraising and grant writing
Problem solving
Program management
Public speaking
Strategy
Training
Software: Microsoft Office, Constant Contact, Survey Monkey, Social media

## ATTRIBUTES

Effective communicator
Lifelong learner
Organized
Passionate
Self-starter

## EXPERIENCE

**DIRECTOR SERVICE COORDINATION • ONE SKY COMMUNITY SERVICES • 2019 – PRESENT**

Oversee the delivery of ESS; DD, ABD and IHS Medicaid waiver; and State of New Hampshire Family Support services to eligible individuals and families in accordance with all applicable state and federal laws and regulations. Manage the Service Coordination department staff and budget. Standardize, simplify and adopt best practices to provide the highest level of service.

**EXECUTIVE DIRECTOR • NH CHILDREN'S TRUST • 2009 – 2018**

Successfully led small nonprofit charged with preventing child abuse and neglect in New Hampshire. Insured that the mission was carried out effectively by working in partnership with the Board of Directors, employees, community partners, funders, donors and elected officials. Developed and managed agency operations and programs. Worked on state and national initiatives.

**2015-2018 Prevent Child Abuse America Chapter Network Executive Committee**

**2015- Excellence in Nonprofit Management Award by NH Charitable Foundation**

**PROGRAM DIRECTOR • FAMILIES FIRST • 2001 – 2009**

Coordinated work teams of staff from all departments to reach strategic plan goals, and improve patient and family outcomes. Directly managed Family Support Center; Secured funding; Hired, trained, supervised, evaluated staff; Served on management team and committees of the board of directors. Participated in numerous networks and collaborative projects with community agencies.

## EDUCATION

MS • Wheelock College
BS • University of New Hampshire
MBA Classes • Southern New Hampshire University

KERYNBK@GMAIL.COM
603-866-9618
LINKEDIN.COM/IN/KERYN-BERNARD-KRIEGL-6038669618/

## VOLUNTEER EXPERIENCE OR LEADERSHIP

# JOHN ROBERT FORD

209 Laurelwood Dr., Hopedale, MA
Cell: 508-769-0041 • johnford1957@gmail.com


## ORGANIZATIONAL DEVELOPMENT AND LEARNING PROFESSIONAL

An experienced and passionate OD/Learning practitioner seeking an opportunity to make a significant contribution to an organization that is ready to take the next step to create and sustain a vibrant environment.

### Core Competencies

Executive Coaching ~ Leadership & Management Development ~ Mentoring Program Development
Change Management ~ Succession Planning & Career Development ~ Academic/Vendor Partnerships
Program Development ~ Employee Engagement & Development

### Career Accomplishments

- Created "State of the Art" Industrial Operations Management degree program partnering with a local university and a community college to upscale manufacturing workforce as part of a major change strategy
- Lead initiative to realign the Global Technical Engineering career progression process across 5 engineering disciplines. Designed and implemented communication strategy and selected SMEs and HR team members to revamp position descriptions, promotion criteria and key performance metrics for each job category.
- Key member of the team that designed and executed the creation and management of a corporate university that trained over 4400 employees per year in state of the art technology, programming, program management and technical consulting
- Designed and delivered an innovative Consulting Business Start-Up Program to coach displaced senior executives on how to build their own consulting practices.
- Lead significant capital equipment transformation at Heidelberg Web Systems (world's largest printing press manufacturer) transitioning existing workforce from "tool and die cast" process to computer numeric control (CNC) systems.

## PROFESSIONAL EXPERIENCE

**DIRECTOR, ORGANIZATIONAL DEVELOPMENT, ONE SKY COMMUNITY SERVICES, INC., JULY 2018 – PRESENT**
*Human Services Agency working with developmentally delayed and acquired/traumatic brain injured clients and their families.*

Working with leadership team to stabilize the workforce, provide leadership and executive training and coaching in all facets of the business. Developing employees to enhance and upgrade the capabilities and capacity of the employees to more effectively and efficiently support their client's dreams and needs.

- Guide leaders in organization to provide better support to employees to reduce stress and turnover.
- Develop management and professional skills in new team leaders to work with families and vendors.
- Create opportunities for professional growth and development for employee base.
- Identify and resolve serious performance based issues within internal groups affecting outcomes.

**BUSINESS SERVICES MANAGER, TRIANGLE INC., FEBRUARY 2018 – PRESENT**
**PROGRAM COORDINATOR, TRIANGLE INC., DEC. 2016 TO FEBRUARY 2018;**
*Human Services Agency focusing on developing job readiness skills in youth and adults with barriers.*

Design and deliver programs and internship experiences for youths, ages 16-22, who have developmental challenges (emotional, behavioral, learning, and/or physical), three times per year.

*Professional experience continued . . .*

- Identify and partner with local and national community businesses to provide internship experiences for clients in an area aligned with their interests and passions.
- Partner with business/industry to identify strategic placement for group employment integrating individuals of all ages with disabilities with existing employee base.
- Collaborate with other agencies in area to support Career Pathways to Competitive Employment building program enclaves for training people of varying abilities

**PRINCIPAL, BRUCE MAST & ASSOCIATES, SEPT. 2009 TO OCT. 2012;**
**ASSOCIATE CONSULTANT, OCT. 2015 – DEC.2016**
*Leadership and organizational development consulting firm.*

Deliver executive coaching, consulting services and training programs for small and medium size companies in a wide array of industries.

- Provide senior management, including "C-Suite", coaching, consulting and customized program development in the areas of leadership and employee development in support of their strategic objectives.
- Designed "Dual Career Path for Business and Science Professionals", a "Global Technical Advisory Board" and a "Performance Practitioner Organization Development Map" for an international bio-tech client.
- Directed the development of a "Safety and Quality Practices" program for a construction client resulting in significant revenue growth opportunities supporting organization's growth into a $500M+ firm.
- Lead multi-client leadership development programs for new supervisors, existing managers and a strategic narrative program for executives across a wide variety of local industries.

**LEADERSHIP AND CAPABILITY DEVELOPMENT MANAGER, NATIONAL GRID, FEB 2014 to OCT 2015**
*Public utility company providing natural gas and electric transmission and distribution across NY, RI, MA & UK*
Hired to reinvigorate a languishing continuous improvement program provided by an external vendor.

- Partnered with business sponsor leaders to re-engage US organization and re-cast both training content and practitioner identification process helping organization reach 115% of target trained employees.
- Designed and delivered executive training to support Performance Excellence initiative.
- Trained executives and their direct reports on their role and responsibility in Performance Excellence.
- Provided personal coaching/consulting to several AVP and Director level leaders.

**ORGANIZATION DEVELOPMENT MANAGER, WELLS ENTERPRISES, OCT 2012 to JAN 2014**
*Third largest ice cream manufacturing company in the US w/$2.5 billion in annual sales*
Recruited to create leadership and management development programs to prepare company for growth and expansion.

- Partnered with Operations CI team to create and implement a supervisor knowledge assessment tool to identify and close skills and knowledge gaps for 70+ supervisors and first line managers.
- Launched a "Complete Your Degree: From GED to PhD" program across organization in partnership with local university and community college. Over 10% of workforce participated including several VPs.
- Partnered with Operations Leadership Teams in multiple plants to provide leadership, management and technical training in support of strategic growth goals.

## EDUCATION & CERTIFICATIONS

- M.S. in Organization Development and Management, Antioch University; Keene, NH
- Certified Instructor – Crucial Conversations; Vital Smarts; Project Management - Franklin Covey
- Certified Instructor - Facilitative Leadership, Innovation Associates

## AFFILIATIONS

- Board of Advisors – Industrial Operations Degree Program; Bellevue University, Omaha, NE
- Adjunct Faculty – Graduate and Under-graduate programs: Granite State College, Concord, NH
- Rochester Institute of Technology – Center for Multidisciplinary Studies Advisory Group; Rochester, NY
- U.S. Dept. of Education – STEM (Science, Technology, Engineering, Mathematics) Committee;
- Project Lead The Way – National Board of Advisors; North Carolina State Board of Advisors

Lenore A. Sciuto

## PROFILE

***Demonstrated Human/Social Services Program Management Experience Encompassing:***

• Enthusiasm, dedication and strong desire to have a positive impact in the field of social services

• Keen understanding of the government funding processes vital to the success of social programs

• Acting as an effective liaison between clients, referral sources and other community partners with the goal of providing the strong advocacy, crisis intervention and long term support needed to assist individuals with developmental disabilities to live as valued members of their communities

• Excellent organizational skills with the capacity to handle numerous projects simultaneously

• Direct staff supervision, budgeting and sub-contractor negotiations with a proven track record of minimizing costs while ensuring the consistent, high-quality delivery of services to a large multi-cultural constituency

## SUMMARY OF QUALIFICATIONS

**Experienced Administrator With Experience In:**

- Staff Supervision & Training
  Strategic Planning
- Contract Negotiation / Minimizing Costs
  Facilitation
- Person Centered Planning/Consumer Directed Services Workforce Development
- Delicate Budget Balancing To Maintain Government Entitlements - Public Funding Streams
- Compliance With State & Federal Regulations - Multi-Disciplinary Team Approaches
- Experienced ABA Clinician ExpciUsIn::
- Crisis Intervention / Conflict Resolution
  Clinical Staff Supervision
- Cultural Competency ABA Teaching Strategies
- Staff & Family Training Family Support
- HIPPA Laws / Maintaining Trust & Confidentiality . Multi-Disciplinary Team Strategies
- Developing Rapport With Referral Agencies • Public Relations

## PROFESSIONAL EXPERIENCE

*Senior Policy Advisor*

One Sky Community*Services*, Inc. Portsmouth, NH 2017-present

• Acts as One Sky's point person with the Bureau of developmental Services to assist the organization to navigate the changes in New Hampshire's HCBC waiver program

• Lead One Sky's system change efforts in response to Medicaid's payment reform by moving the organization toward an integrated system of care by networking through the IDS and with hospitals, MCOs, schools, the mental health service delivery system and all other available partners.

• Oversee Human Rights Committee

• Oversee Intensive Services Committee

*Director of Family Support Services* 1995-2017

One Sky Community Services, Inc. Portsmouth, NH *Key Accomplishments Include:*

- Successfully administered a $2 million federally funded entitlement program that identified at-risk infants to ensure the provision of necessary treatments and therapies
- Developed and implemented a consumer directed In-Home Support and Respite Program for families caring for a member with a developmental disability in their home
- Eliminated budget deficit by creating Medicaid billable case management and re-negotiating vendor contracts
- Oversaw a multi-million dollar budget to serve over 600 families in Rockingham County, New Hampshire
- Effective liaison with medical, psychological, educational and protective service providers

***Clinician / Family Support Services*** **1982-1995 Fidelity House, Inc., Lawrence, MA**
**Haverhill/Newburyport Human Services, Inc., West Newbury,**
**The Psychological Center, Inc., Lawrence, MA** *Key Accomplishments Include:*

- Participated in developing a Family Support pilot program in Massachusetts
- Provided clinical consultation to long-term care settings including: ICF-MRs, community residences, sheltered workshops and secure facilities
- Provided on-going care to individuals with developmental disabilities, traumatic brain injuries and dual MR/MR diagnoses

## EDUCATION

***Worked Toward Master of Science-Applied Behavioral Analysis***
**Concentration-Clinical Psychology** (Completed All Requirements Except the Dissertation)
**Northeastern University,** Boston, MA

***Course Work - Humanities / Department of Social Services*** ***Bachelor of Arts-Sociology/Psychology***
**London Polytechnic Institute**, London, England **Emmanuel College**, Brookline, MA

# Tina A. Holmes

## SUMMARY OF QUALIFICATIONS

- Office administration experience.
- Reputation for providing outstanding work while maintaining deadlines, budgets and quality of work.
- Excellent organizational and communication skills with attention to detail and effective multi-tasking.

## EXPERIENCE

**One Sky Community Services, Inc.** Portsmouth, NH 2018-Present
**(Formerly, Community Developmental Services, Inc.)**
**Director of HR & Administration**

- Annually reviews and makes recommendations to executive management for improvement of the organization's policies, procedures and practices on personnel matters.
- Maintains knowledge of industry trends and employment legislation and ensures organization's compliance.
- Maintains responsibility for organization compliance with federal, state and local legislation pertaining to all personnel matters.
- Communicates changes in the organization's personnel policies and procedures and ensures that proper compliance is followed.
- Assists executive management in the annual review, preparation and administration of the organization's wage and salary program.
- Coordinates or conducts exit interviews to determine reasons behind separations.
- Consults with legal counsel as appropriate, or as directed by the CEO, on personnel matters.
- Works directly with department managers to assist them in carrying out their responsibilities on personnel matters.
- Recommends, evaluates and participates in staff development for the organization.
- Develops and maintains a human resource information system that meets the organization's personnel information needs.
- Supervises the staff of the human resource department.
- Participates on committees and special projects and seeks additional responsibilities
- Provides direct support to the Chief Executive Officer and Chief Financial Officer
- Agency liaison to IT support.
- Supervises all HR and support staff, including recruiting, interviewing, and hiring.
- Works with the Board of Directors, organizing meetings and taking minutes
- Primary contact for office, screens calls and greets visitors, takes messages, schedules appointments and manages appointment calendars, answers or directs inquiries and complaints as appropriate
- Manages all aspects of office operations and coordinates with other managers within the agency.
- Performs clerical duties of office; prepares correspondence and reports, makes copies, sends faxes and e-mails, distributes mail.
- Maintains state standards and agency policy manuals.
- Agency check signer.
- Conducts training and informational workshops for both staff and collaborating agencies.
- Arranges all workshops/conferences and travel for all managers of the agency.

**One Sky Community Services, Inc.** Portsmouth, NH 2002-2018
**(Formerly, Community Developmental Services, Inc.)**

**Director of Administrative Support Services**

- Provides direct support to the Chief Executive Officer and Chief Financial Officer
- Agency liaison to IT support.
- Supervises all support staff, including recruiting, interviewing, and hiring.
- Works with the Board of Directors, organizing meetings and taking minutes
- Primary contact for office, screens calls and greets visitors, takes messages, schedules appointments and manages appointment calendars, answers or directs inquiries and complaints as appropriate
- Manages all aspects of office operations and coordinates with other managers within the agency.
- Performs clerical duties of office; prepares correspondence and reports, makes copies, sends faxes and e-mails, distributes mail.
    - Maintains state standards and agency policy manuals.
    - Agency check signer.
    - Conducts training and informational workshops for both staff and collaborating agencies.
    - Arranges all workshops/conferences and travel for all managers of the agency.

## EDUCATION

**Bachelor of Arts** magna cum laude
Franklin Pierce College, Rindge, NH

## PROFESSIONAL AFFILIATIONS

Notary Public State of New Hampshire
National Notary Association Member

References furnished upon request

# BILLIE TOOLEY

## Executive Profile – Positions Held

**Chief Executive Officer**
**Executive Director**
**Director of Development**
**Director of Corporate and Government Relations**

Dynamic and proven senior level executive with over twenty years of demonstrated achievement in management and development, communications, public relations, community engagement and fundraising. Developed and managed innovative, cost-effective strategies to achieve organizational goals, reputational enhancement, and effective community relations.

## Professional Highlights

- Proven ability to lead, manage, and motivate professional teams to achieve business goals and objectives
- Extensive Customer and community relations experience
- Excellent oral and written communications skills
- Demonstrated organizational, marketing and financial management expertise
- Well established in the corporate and nonprofit environments
- Innovative problem-solver, program developer, services coordinator, and special events
- Marketing and communications specialist with broad strategic and tactical expertise in media and web-based initiatives

## Career Chronology

**Director of Outreach and Development**
**One Sky Community Services** **2016 – present**

*Directing and coordinating all marketing and fundraising efforts: public relations, sponsorships, grants, community outreach, special events for individuals with developmental disabilities*

**Chief Executive Officer**
**Manchester Community Music School, Manchester, NH** **2014 – 2015**

*Chief administrative officer and fundraiser, overseeing and guiding operations by staff; managing financial and physical resources, and planning and implementing all fundraising strategies*

- Introduced new marketing, promotional, customer and community outreach initiatives, achieving expanded enrollment and revenue for the first time in five years
- Implemented new financial and budgetary controls placing school on a more sound fiscal footing
- Launched collaborative programming with regional organizations and institutions involving special events and partnerships to promote music education and therapy. Expanded use of social media and web-based programming to raise awareness and participation in regional schools.
- Established the first Alumni Association and Parents' Committee

**Partner**
**Newcastle Marketing and Consulting Group** **1986 –present**

*Creating and executing marketing, advertising, corporate image development, community relations, and fundraising strategies for companies and nonprofits*

- Created and designed promotional collateral materials and developed marketing strategies for such organizations as Global Wines, Physicians for Responsible Medicine, In Defense of Animals, Lockheed Martin
- Initiated and wrote the first wine column for Seacoast Media Group to promote the sale and better understanding of wines

**Interim Executive Director**
**La Napoule Art Foundation, Portsmouth, NH** **2011**

*Directed and coordinated operations; developed and implemented all educational programming and events, marketing and public relations, fundraising and grants, sponsorships, budget planning and management, community outreach; developing educational collaborations with other national and international organizations and institutions*

- Increased annual support by 15% within the first year
- Created and designed the first planned giving program and revamped other collateral materials
- Increased programming to be more comprehensive in scope and content, by developing new programs and enhancing current ones for the facility in France, as well as, domestically, with other educational institutions and organizations, such as the University of Southern California and the organization for Middle East journalists

**Executive Director**
**New Hampshire Art Association, Portsmouth, NH** **2008 - 2010**

*Directed and coordinated all operations; developed and implemented all exhibitions and educational programming, marketing strategies, fundraising, sponsorships, community outreach and collaboration with other institutions and organizations, budget management and planning, membership management*

- Increased media awareness across the state through weekly press releases and personal contact/developed a series of monthly articles and announcements in the major media outlets
- Created a student scholarship program
- Created an annual college student exhibition and programming with New Hampshire colleges
- Increased art sales by 120% within a two a half year period through in-house gallery and outside exhibitions and events
- Secured a satellite gallery location for the NHAA in Concord, NH
- Revamped the website to be more user friendly for the public and membership
- Streamlined and reorganized all systems, procedures, operations and programming at the New Hampshire Art Association to be more cost effective
- Increased grant funding by 20%
- Revamped the NHAA Board of Trustees that was able to expand the donor base increasing the Annual Fund by 40% over a two-year period, assisted with the sale of a donated house placing funds into a trust, and coordinated the first fundraising gala where significant auction sales and proceeds secured a solid financial footing for the organization.

**Director of Community Development**
**Great Bay Chapter of the American Red Cross, Portsmouth, NH** **2006-2008**

*Created and implemented overall marketing strategies; including communications, public and government relations, community outreach, major gifts, grants, special events*

- Designed and produced all promotional and fundraising collateral materials, including planned giving and corporate sponsorship
- Increased donor giving by 20%
- Developed and designed a promotional strategy to promote Red Cross Month with public service announcements through local cinemas, the Music Hall, radio stations, and WMUR-TV

**Director of Corporate and Government Relations**
**Strawbery Banke Museum, Portsmouth, NH** **2001-2006**

*Created and executed the strategy for soliciting corporate support, corporate relations, government outreach and promotional projects*

- Turned the corporate development office at Strawbery Banke Museum into a well-oiled operation, improving and increasing corporate support and membership by 75%
- Set up a collaborative relationship with the New Hampshire Film Festival to use Strawbery Banke Museum as a yearly location for the Young Filmmakers Workshops
- Secured a $500,000 federal grant for the museum for the development of an offsite storefront location
- Increased annual corporate revenue through grants and sponsorship by 125% over a five year period
- Developed, coordinated and achieved corporate support for a 4th of July celebration at Strawbery Banke Museum with daylong family activities and a public naturalization ceremony that sworn in 116 new citizens. The program is an annual event since 2005
- Created a corporate membership program enabling corporate membership to be used like library cards for employees and their families to enhance visitorship and membership

**Director of Marketing, Public Relations, Advertising**
**MDO Corporation, New York, NY** **1998 - 1999**

*Directed and implemented all aspects of marketing, public relations, and advertising for a major group of restaurants*

- Created luncheon tours of the facilities of MDO Corporation (restaurants: River Café, The Water Club, Laura Belle and Pershing Square) for various organizations such as, the New York City Travel and Tourism Bureau and media outlets to introduce them to the functional and promotional aspects of the facilities
- Designed and produced promotional collateral materials for all facilities

## Highlights of Community Involvement

- Council member, New Hampshire State Council for the Arts (appointed by the Governor)
- Overseer, Dartmouth-Hitchcock Medical Center in Lebanon, NH (nominated by Eversource)
- Leadership Seacoast and Leadership Manchester, Graduate
- Former Board Member, Portsmouth Music and Arts Center
- Former Member, Portsmouth Rotary
- Served on the original steering committee for the Tourist Summit Conference for the Greater Portsmouth Chamber of Commerce
- Former chairman of the Seacoast Chapter of the American Cancer Society fundraising committee
- A founding Board member of the Castle Gallery at the College of New Rochelle/headed up the Development Committee and raised the funds needed to set up the gallery
- Grant Reviewer, New Hampshire State Council for the Arts
- As President of the largest tri-state art association in New York, created and coordinated juried art exhibitions at the Hudson River Museum with such jurors as Philip Pearlstein, Duane Michels, Grace Glueck, Ken Tyler, Andre Emmerich, and Chuck Close
- At the request of the college President, created and taught the first Introduction to Photography course at Mercy College in Westchester County, NY

## Education

MA, Cum Laude, Art and Design, College of New Rochelle, New York
BA, Art Education, Hunter College, New York

166 New Castle Avenue, Portsmouth, NH 03801 603-770-0347 btooley@comcast.net

**One Sky Community Services, Inc.**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---|---|---|---|---|
| Chris Muns | CEO | $130,000 | 5.00% | $6,500.00 |
| Vincent DiPiero | CFO | $95,000 | 5.00% | $4,750.00 |
| Keryn Bernard-Kriegl | Director of Service Coordination | $80,000 | 5.00% | $4,000.00 |
| John Ford | Director of Organizational Development | $68,000 | 5.00% | $3,400.00 |
| Lenore Sciuto | Director of Integrated Services | $59,447 | 5.00% | $2,972.35 |
| Tina Holmes | Director of HR and Administration | $52,500 | 5.00% | $2,625.00 |
| Billie Tooley | Director of Outreach & Development | $44,980 | 5.00% | $2,249.00 |
| | **Total** | | | **$26,496.35** |