



Lori A. Shilbnette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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June 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend existing contracts with the vendors listed below to provide comprehensive family support services to children and young adults, by exercising contract renewal options by increasing the total price limitation by \$1,094,338 from \$1,094,338 to \$2,188,676 and extending the completion dates from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

Vendor Name	Current Individual Price Limitation	Current Shared Price Limitation	Current Combined Price Limitation	Increase (Decrease) to Individual Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Individual Price Limitation*
Community Crossroads, Inc.	\$78,332	\$100,000 Shared Price Limitation	\$178,332	\$78,332	\$100,000 Shared Price Limitation	\$356,664
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	\$80,682		\$180,682	\$80,682		\$361,364
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services	\$78,332		\$178,332	\$78,332		\$356,664
Monadnock Developmental Services, Inc.	\$78,332		\$178,332	\$78,332		\$356,664
VNA Home Health and Hospice Services, Inc.	\$156,664		\$256,664	\$156,664		\$513,328

Waypoint	\$521,996	\$100,00 Shared Price Limitation	\$621,996	\$521,996	\$100,000 Shared Price Limitation	\$1,243,992
	\$994,338	\$100,000	\$1,094,338	\$994,338	\$100,000	\$2,188,676**

*Represents the Total Revised Shared Price Limitation plus the Total Revised Individual Price Limitation

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to individual Price Limitation plus the Total increase/Decrease to Shared Price Limitation

The original contracts were approved by Governor and Council on June 19, 2019 item #53.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue providing services that address the diverse needs of children and youth with chronic health conditions and their families. This request also aligns the scope of services with criteria for service delivery and reporting identified in New Hampshire Administrative Rule He-M 523.10(d)(8).

Approximately 1,025 individuals will be served from July 1, 2021 to June 30, 2023.

The Contractors assist families with children and young adults from birth to age twenty-one (21) with chronic health conditions to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to, enhancing communication with schools; attending Individualized Education Plan (IEP) meetings; and making special arrangements during hospitalizations and discharge preparations. The Contractors utilize family-centered education and evidence-based family support to accomplish these activities.

The Department will continue monitoring contracted services using the following performance measures:

- Seventy-five percent (75%) of young adults ages 14 through 20 years old identify at least one goal following the initial Transition Readiness Assessment Questionnaire assessment.
- Seventy percent (70%) of young adults ages 14 and over and/or their family caregiver meet at least one of the previous year's transition goals.
- Eighty-five percent (85%) of the Department-approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve months.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

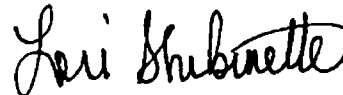
Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families may not have access to the supportive services necessary to maintain their health at optimum levels. Parents may struggle to coordinate their children's health needs which may increase rates of hospitalization, exacerbate their child's illnesses, and negatively impact the ability to maintain employment.

Area served: Statewide

Source of Funds: CFDA #93.667, FAIN #2101NHS0SR

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shabinette". The signature is written in a cursive, flowing style.

Lori A. Shabinette
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
		Subtotal		\$78,332	\$78,332	\$156,664

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93017858	\$40,341	\$0	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341	\$0	\$40,341
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$40,341	\$40,341
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$40,341	\$40,341
		Subtotal		\$80,682	\$80,682	\$161,364

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
		Subtotal		\$78,332	\$78,332	\$156,664

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
		Subtotal		\$78,332	\$78,332	\$156,664

Attachment A
Financial Details

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93017858	\$78,332	\$0	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332	\$0	\$78,332
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$78,332	\$78,332
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$78,332	\$78,332
		Subtotal		\$156,664	\$156,664	\$313,328

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
Region 1						
2020	102-500731	Contracts for program services	93017858	\$127,354	\$0	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354	\$0	\$127,354
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$127,354	\$127,354
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$127,354	\$127,354
Region 2						
2020	102-500731	Contracts for program services	93017858	\$46,927	\$0	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927	\$0	\$46,927
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$46,927	\$46,927
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$46,927	\$46,927
Region 3						
2020	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166	\$0	\$39,166
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$39,166	\$39,166
Region 4						
2020	102-500731	Contracts for program services	93017858	\$47,551	\$0	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551	\$0	\$47,551
2022	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$47,551	\$47,551
2023	074-500585	Grants for Pub Asst and Relief	93017858	\$0	\$47,551	\$47,551
		Subtotal		\$521,996	\$521,996	\$1,043,992
Total Family Support Services				\$994,338	\$994,338	\$1,988,676

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Amount Increase/ (Decrease)	Revised Budget Amount
2020	102-500731	Contracts for program services	93027858	\$50,000	\$0	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000	\$0	\$50,000
2022	074-500585	Grants for Pub Asst and Relief	93027858	\$0	\$50,000	\$50,000
2023	074-500585	Grants for Pub Asst and Relief	93027858	\$0	\$50,000	\$50,000
		Subtotal		\$100,000	\$100,000	\$200,000

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Crossroads, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, Item #53 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$356,664.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1 The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool. The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination;
 - 2.1.1.2. Review, reassess and update needs assessments with each family or youth, biannually and more often as needed; and
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.24, to

read:

2.24. The Contractor shall maintain a minimum caseload of sixty (60) individuals per state fiscal year.

5. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1 to read:

4.1. The Contractor shall provide quarterly reports that include, but are not limited to:

- 4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.
- 4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.
- 4.1.3. The percentage of youth ages fourteen (14) years and older, and/or their family caregiver, who identified a minimum of one (1) TRAQ goal.
- 4.1.4. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who met a minimum of one (1) of the previous year's TRAQ goals.

6. Modify Exhibit A, Scope of Services, Section 4, Reporting, add Subsection 4.3 to read:

4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:

- 4.3.1. Factors that contributed to the noncompliance;
- 4.3.2. The proposed plan to correct the noncompliance issue;
- 4.3.3. Personnel responsible for implementing the corrective plan; and
- 4.3.4. Plan to mitigate noncompliance issues in the future.

7. Modify Exhibit A, Scope of Services, Section 6, Deliverables to read:

6. Performance Measures

- 6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty-one (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.
- 6.2. The Contractor shall ensure 70% of young adults ages fourteen (14) years and older, and/or their family caregiver, meet a minimum of one (1) of the previous year's transition goals.
- 6.3. The Contractor shall ensure 85% of the Department-approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.

8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:

4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Amendment #1 Budget.

9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:

5. The Contractor shall budget a minimum of \$20,000 per site for Flex Funds to be applied toward family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis.

10. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference

herein.

11. Add Exhibit B-4, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/14/2021

Date

DocuSigned by:
Deborah D. Scheetz

8D0CE9103008474
Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

Community Crossroads, Inc.

6/11/2021

Date

DocuSigned by:
Dennis Powers

2A337132D02E4F7
Name: Dennis Powers
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:



D6CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Community Crossroads, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 45,655.00	\$ 1,500.00	\$ 47,155.00	\$ 26,489.00	\$ 1,500.00	\$ 27,989.00	\$ 19,166.00	\$ -	\$ 19,166.00
2. Employee Benefits	\$ 13,574.00	\$ 400.00	\$ 13,974.00	\$ 13,574.00	\$ 400.00	\$ 13,974.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants Awarded for Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 80,879.00	\$ 8,050.00	\$ 88,929.00	\$ 41,713.00	\$ 8,050.00	\$ 49,763.00	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

10.0%

Exhibit B-4, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Community Crossroads, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 47,024.00	\$ 1,500.00	\$ 48,524.00	\$ 27,858.00	\$ 1,500.00	\$ 29,358.00	\$ 19,166.00	\$ -	\$ 19,166.00
2. Employee Benefits	\$ 13,677.00	\$ 400.00	\$ 14,077.00	\$ 13,677.00	\$ 400.00	\$ 14,077.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Awarded Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 82,351.00	\$ 8,050.00	\$ 90,401.00	\$ 43,185.00	\$ 8,050.00	\$ 51,235.00	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

9.8%

State of New Hampshire

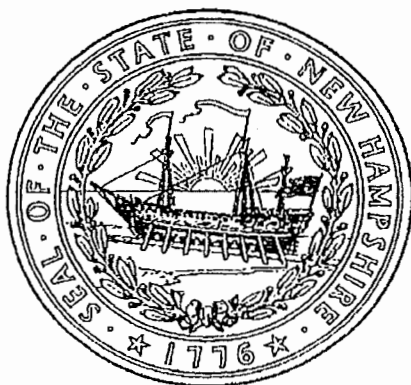
Department of State

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: 0005370440



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2021.

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, James Watson, do hereby certify that:

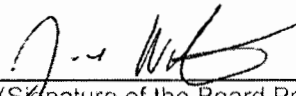
1. I am a duly elected Officer of Community Crossroads Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 9, 2021.

RESOLVED: That the President/CEO

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 June 11, 2021.

4. Dennis Powers is the President/CEO of the Agency.

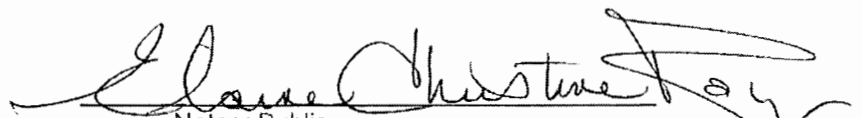

(Signature of the Board President)

STATE OF NEW HAMPSHIRE

County of Roxburyham

The forgoing instrument was acknowledged before me this 11th day of June, 20 21.

By James Watson
Name of Elected Officer of the Agency


Notary Public

(NOTARY SEAL)

Commission Expires: **ELAINE CHRISTINE ROY**
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
May 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Carrie Morgan 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	
INSURER A: Philadelphia Indemnity Ins Co	
INSURER B: Service American Indemnity Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 20-21 All lines w/crime

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2203712	11/01/2020	11/01/2021	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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2203702	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB745470	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SATIS0366100 (3a.) ME NH	11/01/2020	11/01/2021	☒ 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- Employee theft & client coverage			PHSD1587280	11/01/2020	11/01/2021	Limit 1,000,000 Deductible 10,000

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
CANCELLATION

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	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



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.

Financial Statements

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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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

Report on the Financial Statements

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, 2020 and 2019, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2020 and 2019, 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.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of functional revenues on pages 20 and 21 and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2021, on our consideration of Community Crossroads, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Crossroads, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Crossroads, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

February 12, 2021
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 301,575	\$ 2,496,493
Accounts receivable	3,745,762	1,461,378
Due from related party	51,364	18,280
Investments	887,711	866,935
Other current assets	<u>53,184</u>	<u>54,952</u>
Total current assets	5,039,596	4,898,038
PROPERTY AND EQUIPMENT, NET	<u>1,348,925</u>	<u>1,090,748</u>
Total assets	<u>\$ 6,388,521</u>	<u>\$ 5,988,786</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Line of credit	\$ 502,153	\$ -
Current portion of long term debt	44,876	38,225
Accounts payable	1,791,385	2,013,498
Refundable advances	134,958	207,620
Accrued expenses	89,920	74,329
Accrued payroll, benefits and related taxes	<u>404,883</u>	<u>292,917</u>
Total current liabilities	2,968,175	2,626,589
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>923,506</u>	<u>645,135</u>
Total liabilities	3,891,681	3,271,724
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>2,496,840</u>	<u>2,717,062</u>
Total liabilities and net assets	<u>\$ 6,388,521</u>	<u>\$ 5,988,786</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
SUPPORT AND REVENUES		
Medicaid	\$ 27,661,294	\$ 26,918,717
State of NH - DHHS	1,625,051	1,601,251
Federal grants - DHHS	1,052,624	317,382
Paycheck Protection Program	769,900	-
Fundraising	177,409	112,738
Rental income	149,114	111,355
Residential fees	117,959	137,067
Client resources	115,937	128,911
Production/service income	96,327	75,981
Other revenues	50,817	60,852
Contributions and miscellaneous grants	50,248	9,649
Interest and dividends, net	15,674	32,331
Net realized gain on investments	15,539	12,914
Net unrealized (loss) gain on investments	(3,235)	5,550
Third party insurance	-	1,695
	<u>31,894,658</u>	<u>29,526,393</u>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,736,671	1,635,321
Other DHHS funded programs	<u>28,445,310</u>	<u>26,183,471</u>
Total program services	<u>30,181,981</u>	<u>27,818,792</u>
Supporting Activities:		
General management	1,689,154	1,538,332
Rental property management	155,092	151,152
Fundraising	<u>88,653</u>	<u>118,397</u>
Total supporting activities	<u>1,932,899</u>	<u>1,807,881</u>
Total functional expenses	<u>32,114,880</u>	<u>29,626,673</u>
CHANGE IN NET ASSETS BEFORE GAIN ON SALE OF PROPERTY	(220,222)	(100,280)
GAIN ON SALE OF PROPERTY	<u>-</u>	<u>202,039</u>
CHANGE IN NET ASSETS	(220,222)	101,759
NET ASSETS, BEGINNING OF YEAR	<u>2,717,062</u>	<u>2,615,303</u>
NET ASSETS, END OF YEAR	<u>\$ 2,496,840</u>	<u>\$ 2,717,062</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets without donor restrictions	\$ (220,222)	\$ 101,759
Adjustments to reconcile change in net assets without donor restrictions to net cash from operating activities:		
Depreciation	110,088	119,360
Net realized gain on investments	(15,539)	(12,914)
Net unrealized loss (gain) on investments	3,235	(5,550)
Gain on sale of property and equipment	-	(202,039)
Changes in operating assets and liabilities:		
Accounts receivable	(2,284,384)	301,240
Due from related party	(33,084)	8,000
Other current assets	1,768	(4,651)
Accounts payable	(222,113)	297,278
Refundable advances	(72,662)	(181,712)
Accrued expenses	15,591	(2,691)
Accrued payroll, benefits and related taxes	<u>111,966</u>	<u>25,965</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(2,605,356)</u>	<u>444,045</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(43,265)	(176,263)
Purchase of investments	(99,880)	(101,207)
Proceeds from sale of investments	91,408	80,869
Proceeds from sale of property	-	295,000
Cash paid for closing costs on sale of property	<u>-</u>	<u>(20,933)</u>
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(51,737)</u>	<u>77,466</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings on line of credit	502,153	-
Principal payments on long term debt	<u>(39,978)</u>	<u>(46,160)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>462,175</u>	<u>(46,160)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(2,194,918)	475,351
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>2,496,493</u>	<u>2,021,142</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 301,575</u>	<u>\$ 2,496,493</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 54,744</u>	<u>\$ 32,901</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	<u>\$ 325,000</u>	<u>\$ -</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2020 Totals
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ 3,645,694	\$ -	\$ 15,841,198	\$ -	\$ 19,286,892	\$ -	\$ 19,286,892	\$ -	\$ -	\$ 19,286,892
Salaries, wages, benefits and taxes	1,326,040	350,286	-	57,014	-	-	832,614	474,739	3,040,693	1,203,684	4,244,377	59,892	-	4,304,269
Direct care contracted staff	45	-	256,112	-	98,864	-	2,901,934	-	3,256,955	-	3,256,955	-	-	3,256,955
Family stipend for 521/525 services	-	-	-	-	-	-	1,988,512	-	1,988,512	-	1,988,512	-	-	1,988,512
Client evaluations	-	-	-	1,265,709	-	-	-	-	1,265,709	-	1,265,709	-	-	1,265,709
Assistance to individuals	59,860	215,245	-	-	-	-	136,068	-	411,173	-	411,173	-	-	411,173
Other professional fees	121,859	4,390	-	1,001	-	-	12,907	383	140,540	129,112	269,652	997	-	270,649
Staff development	3,990	771	-	-	-	136,795	-	-	141,556	47,160	188,716	-	-	188,716
Medical and therapies	75,842	-	-	-	13,397	-	89,673	-	178,912	-	178,912	-	-	178,912
Travel	23,813	3,656	-	3,415	2,546	22,836	94,147	-	150,413	4,121	154,534	5,426	-	159,960
Other expenses	1,737	1,241	-	55	-	-	-	1,501	4,534	23,731	28,265	-	88,653	116,918
Depreciation	-	-	-	-	-	-	-	-	-	110,088	110,088	-	-	110,088
Mortgage expense	-	-	-	-	-	-	21,482	-	21,482	17,476	38,958	37,267	-	76,225
Family assistance	-	74,917	-	-	-	-	-	-	74,917	-	74,917	-	-	74,917
Maintenance and repairs	11,675	3,191	-	731	-	-	7,596	-	23,193	8,423	31,616	42,685	-	74,301
Insurance	22,943	6,583	-	1,507	-	-	3,300	-	34,333	17,374	51,707	1,502	-	53,209
Telephone and communications	18,311	5,254	-	1,203	-	-	-	-	24,768	13,866	38,634	1,199	-	39,833
Medical	3,088	22,311	-	-	-	-	4,800	-	30,199	7,504	37,703	-	-	37,703
Audit fees	-	-	-	-	-	-	-	-	-	36,353	36,353	-	-	36,353
Other occupancy costs	12,476	3,580	-	820	-	-	3,324	-	20,200	9,447	29,647	817	-	30,464
Office supplies	13,937	3,999	-	916	-	-	-	-	18,852	10,553	29,405	913	-	30,318
Building and household	12,481	3,547	-	812	-	-	-	-	16,840	9,640	26,480	809	-	27,289
Utilities	9,998	2,869	-	657	-	-	4,359	-	17,883	7,571	25,454	1,513	-	26,967
Accounting	-	-	-	-	-	-	1,700	-	1,700	17,760	19,460	-	-	19,460
Equipment rental	7,416	2,128	-	487	-	-	-	-	10,031	5,616	15,647	486	-	16,133
Postage and shipping	6,459	1,853	-	424	-	-	-	-	8,736	4,891	13,627	423	-	14,050
Legal fees	2,906	834	-	191	-	-	-	-	3,931	2,200	6,131	190	-	6,321
Payment in lieu of taxes	-	-	-	-	-	-	5,486	-	5,486	-	5,486	-	-	5,486
Client consumables	1,539	441	-	101	-	-	-	-	2,081	1,135	3,216	638	-	3,854
Membership dues	-	-	-	-	-	-	-	-	-	1,449	1,449	-	-	1,449
Advertising	-	-	-	-	-	-	-	1,204	1,204	-	1,204	-	-	1,204
Printing	-	-	-	-	-	-	-	-	-	-	-	335	-	335
Equipment maintenance	256	-	-	-	-	-	-	-	256	-	256	-	-	256
Total	\$ 1,736,671	\$ 707,096	\$ 256,112	\$ 1,335,043	\$ 3,760,501	\$ 159,631	\$ 21,749,100	\$ 477,827	\$ 30,181,981	\$ 1,689,154	\$ 31,871,135	\$ 155,092	\$ 88,653	\$ 32,114,880

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2019 Totals
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ 3,482,450	\$ -	\$ 13,489,047	\$ -	\$ 16,971,497	\$ -	\$ 16,971,497	\$ -	\$ -	\$ 16,971,497
Salaries, wages, benefits and taxes	1,292,638	390,981	-	56,423	-	-	798,130	400,377	2,938,549	1,092,958	4,031,507	58,335	-	4,089,842
Direct care contracted staff	-	-	280,648	-	199,216	-	3,437,931	-	3,917,795	-	3,917,795	-	-	3,917,795
Client evaluations	-	-	-	1,397,139	-	-	-	-	1,397,139	-	1,397,139	-	-	1,397,139
Family stipend for 521/525 services	-	-	-	-	-	-	1,236,262	-	1,236,262	-	1,236,262	-	-	1,236,262
Assistance to individuals	31,207	117,263	-	-	-	50	174,343	-	322,863	-	322,863	-	-	322,863
Staff development	5,584	4,388	-	-	-	249,444	-	-	259,416	28,769	288,185	-	-	288,185
Other professional fees	80,493	2,709	-	1,844	-	-	15,064	-	100,110	109,898	210,008	442	-	210,450
Travel	38,908	7,721	-	4,842	3,512	29,218	92,312	-	176,513	6,352	182,865	8,007	-	190,872
Other expenses	1,484	311	-	671	-	1,889	1,990	-	6,345	39,445	45,790	1,045	118,397	165,232
Medical and therapies	55,264	1,776	-	-	11,231	-	96,638	-	164,909	-	164,909	-	-	164,909
Depreciation	-	-	-	-	-	-	-	-	-	119,360	119,360	-	-	119,360
Family assistance	2,830	84,211	-	-	-	-	-	-	87,041	-	87,041	-	-	87,041
Maintenance and repairs	13,677	3,924	-	898	-	-	4,051	-	22,550	10,162	32,712	39,654	-	72,366
Office supplies	24,594	6,736	-	1,542	-	-	-	945	33,817	19,758	53,575	1,537	-	55,112
Mortgage expense	-	-	-	-	-	-	21,288	-	21,288	-	21,288	32,901	-	54,189
Insurance	21,097	6,053	-	1,386	-	-	3,230	-	31,766	15,975	47,741	1,381	-	49,122
Audit fees	-	-	-	-	-	-	-	-	-	35,697	35,697	-	-	35,697
Telephone and communications	15,821	4,540	-	1,039	-	-	-	-	21,400	11,980	33,380	1,036	-	34,416
Utilities	11,444	3,284	-	752	-	-	3,925	-	19,405	8,666	28,071	3,406	-	31,477
Other occupancy costs	12,451	3,572	-	818	-	-	3,531	-	20,372	9,428	29,800	815	-	30,615
Client consumables	-	21,236	-	-	-	-	4,800	-	26,036	-	26,036	-	-	26,036
Legal fees	9,997	2,868	-	657	-	-	-	-	13,522	7,731	21,253	655	-	21,908
Equipment rental	8,179	2,347	-	537	-	-	-	-	11,063	6,193	17,256	536	-	17,792
Postage and shipping	6,356	1,824	-	417	-	-	-	-	8,597	4,813	13,410	416	-	13,826
Rent	-	-	-	-	-	-	-	-	-	7,358	7,358	-	-	7,358
Payment in lieu of taxes	-	-	-	-	-	-	5,647	-	5,647	-	5,647	-	-	5,647
Building and household	2,168	622	-	142	-	-	259	-	3,191	1,384	4,575	916	-	5,491
Printing	1,064	305	-	70	-	-	-	-	1,439	806	2,245	70	-	2,315
Membership dues	65	-	-	-	-	-	-	195	260	1,254	1,514	-	-	1,514
Advertising	-	-	-	-	-	-	-	-	-	345	345	-	-	345
Total	\$ 1,635,321	\$ 666,671	\$ 280,648	\$ 1,469,177	\$ 3,696,409	\$ 280,601	\$ 19,388,448	\$ 401,517	\$ 27,818,792	\$ 1,538,332	\$ 29,357,124	\$ 151,152	\$ 118,397	\$ 29,626,673

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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 statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

As of June 30, 2020 and 2019, the Organization had only net assets without donor restrictions.

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 2020 and 2019. 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, 2020 and 2019 were \$14,031 and \$14,168, respectively.

Investments

Investments are carried at fair value in accordance with Financial Accounting Standards Board ASC 820, *Fair Value Measurements and Disclosures*, which is determined by the quoted market price at year end. Realized gains and losses from the sale of investments are recorded when the investments are sold. Unrealized gains and losses are recorded as they occur to account for fluctuations in the fair value of the investments. See **Note 5** and **Note 6**.

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, 2020 and 2019. 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, 2020 and 2019 was \$110,088 and \$119,360, 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, 2018 - 2020), 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. Natural expenses are defined by their nature, such as salaries, benefits, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general, fundraising, and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

The Organization had no net assets with donor restrictions at June 30, 2020 or 2019.

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, 2020 and 2019 were approximately \$281,000 and \$222,000, respectively.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 301,575	\$ 2,496,493
Accounts receivable	3,745,762	1,461,378
Due from related party	51,364	18,280
Investments	<u>887,711</u>	<u>866,935</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 4,986,412</u>	<u>\$ 4,843,086</u>

It is the Organization's goal to maintain financial assets to meet 30 days of operating expenses, which approximates \$2,630,500 and \$2,425,300, at June 30, 2020 and 2019, respectively.

NOTE 3. 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 \$646,000 and \$2,521,000 at June 30, 2020 and 2019, respectively. Of those excess amounts, \$646,000 and \$2,521,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2020, they were not uninsured. There were no uninsured amounts at June 30, 2020 and June 30, 2019.

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 89% and 91% of its funding from Medicaid for the years ended June 30, 2020 and 2019, respectively. At June 30, 2020 and 2019, Medicaid accounted for approximately \$3,400,600 and \$1,438,600 of the balance in accounts receivable, respectively.

The Organization also received approximately 9% and 6% of its funding from DHHS for the years ended June 30, 2020 and 2019, respectively.

NOTE 4. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2020 and 2019 consists of the following:

	<u>Life In Years</u>	<u>2020</u>	<u>2019</u>
Buildings	25-30	\$ 2,136,722	\$ 1,803,871
Land	N/A	200,096	200,096
Equipment and furniture	3-5	516,681	488,657
Vehicles	5	89,548	89,548
Improvements	10-20	<u>721,566</u>	<u>714,176</u>
		3,664,613	3,296,348
Less accumulated depreciation		<u>(2,315,688)</u>	<u>(2,205,600)</u>
Total property and equipment, net		<u>\$ 1,348,925</u>	<u>\$ 1,090,748</u>

NOTE 5. INVESTMENTS

At June 30, 2020 and 2019, the Organization's investments consist of the following:

	<u>2020</u>		<u>2019</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 625,173	\$ 605,763	\$ 608,888	\$ 551,284
Exchange traded funds	<u>262,538</u>	<u>193,542</u>	<u>258,047</u>	<u>202,907</u>
Total	<u>\$ 887,711</u>	<u>\$ 799,305</u>	<u>\$ 866,935</u>	<u>\$ 754,191</u>

Components of Investment Income:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 26,137	\$ 42,765
Investment fees	(10,463)	(10,434)
Realized gain on sale of investments	15,539	12,914
Unrealized (loss) gain on investments	<u>(3,235)</u>	<u>5,550</u>
Total investment income	<u>\$ 27,978</u>	<u>\$ 50,795</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 6** for fair value measurements.

NOTE 6. 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, 2020 and 2019.

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, 2020 and 2019, 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:

	<u>2020</u>	<u>2019</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 63,516	\$ 67,709
Growth funds	280,105	262,894
Income funds	91,446	77,563
Bond funds	190,106	200,722
Exchange traded funds, at fair value:		
Fixed income funds	141,760	140,921
Capital appreciation funds	<u>120,778</u>	<u>117,126</u>
Total investments at fair value	<u>\$ 887,711</u>	<u>\$ 866,935</u>

NOTE 7. LONG TERM DEBT

Long term debt at June 30, 2020 and 2019 consists of the following:

	<u>2020</u>	<u>2019</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 5.30%. 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.	\$ 96,657	\$ 106,417
Adjustable rate mortgage note payable to a bank in monthly installments of \$2,841 for principal and interest at 4.28% for the first five years through October 2022. 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 October 2037.	416,915	432,576

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.

132,717 142,087

Adjustable rate mortgage note payable to a bank in monthly installments of \$1,831 for principal and interest at a rate of 4.57% for the first five years through January 2025. 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 January 2045.

322,093 -

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan was secured by real estate and was paid off during 2020.

-	2,280
968,382	683,360
(44,876)	(38,225)
<u>\$ 923,506</u>	<u>\$ 645,135</u>

Less current portion

Future repayments on the long term debt are scheduled as follows:

Year Ended	
June 30	Amount
2021	\$ 44,876
2022	46,806
2023	48,820
2024	50,924
2025	53,122
Thereafter	<u>723,834</u>
	<u>\$ 968,382</u>

NOTE 8. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of \$769,900 under the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides loans for qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after twenty-four weeks as long as the borrower uses the loan proceeds for eligible purpose, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of the loan forgiveness may be reduced if the borrower terminates employees or reduces salaries during the twenty-four-week period.

The Organization expects the loan to be forgiven in full. Therefore, income in the amount of \$769,900 has been recognized in the Statements of Activities and Changes in Net Assets for the year ended June 30, 2020.

NOTE 9. 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. Effective during the current year, the line of credit was temporarily increased to \$1,200,000 until December 31, 2020. The LOC is subject to annual renewal. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The interest rate at June 30, 2020 and 2019 was 3.75% and 6.00%, respectively. There was an outstanding balance of \$502,153 at June 30, 2020. There was no balance due on the LOC at June 30, 2019.

NOTE 10. 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 \$134,958 and \$207,620 at June 30, 2020 and 2019, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 11. 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. The Plan does allow an annual employer discretionary matching contribution, pending the Organization's board of directors' approval. For the years ended June 30, 2020 and 2019, there were no employer discretionary matching contributions.

NOTE 12. 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:

	<u>2020</u>	<u>2019</u>
Golf tournament revenue	\$ 45,620	\$ 39,749
Less: golf tournament expense	<u>(19,905)</u>	<u>(27,534)</u>
Net golf tournament revenue	<u>25,715</u>	<u>12,215</u>
Gaming activities	110,894	28,708
Less: gaming activities expense	<u>(7,443)</u>	<u>(1,943)</u>
Net gaming activities revenue	<u>103,451</u>	<u>26,765</u>
Other special events revenue	20,895	44,281
Less: other special events expenses	<u>(5,952)</u>	<u>(12,420)</u>
Net other special events revenue	<u>14,943</u>	<u>31,861</u>
Special events and fundraising, net	<u>\$ 144,109</u>	<u>\$ 70,841</u>

NOTE 13. 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 \$766,000 and \$457,000 as of June 30, 2020 and 2019, respectively.

NOTE 14. FISCAL AGENT

During the year ended June 30, 2019, the Organization began serving as the fiscal agent for another non-profit Organization. The funds held by the Organization were approximately \$7,200 and \$4,600 as of June 30, 2020 and 2019, respectively. Additionally, the Organization is responsible for planning and coordinating the Family Support Conference for the State of New Hampshire. The Organization received \$39,648 from the State of New Hampshire for each of the years ended June 30, 2020 and 2019 for managing this conference. The funds held by the Organization for the conference were approximately \$71,000 and \$55,000 as of June 30, 2020 and 2019, respectively. No asset or liability has been recorded for these amounts.

NOTE 15. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2020, the Organization received grant revenue of \$795,064 and expended \$795,064 under the grant through payroll and subcontractor expenses.

NOTE 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. 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 February 12, 2021, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2020 Total
Medicaid	\$ 886,278	\$ 192,690	\$ 263,295	\$ 341,404	\$ 3,608,843	\$ -	\$ 21,695,812	\$ 672,972	\$ 27,661,294	\$ -	\$ 27,661,294	\$ -	\$ -	\$ -	\$ 27,661,294
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,625,051	1,625,051	-	-	-	1,625,051
Federal grant - DHHS	-	-	-	205,840	198,766	51,720	596,298	-	1,052,624	-	1,052,624	-	-	-	1,052,624
Paycheck Protection Program	237,187	62,655	-	10,198	-	-	148,929	84,916	543,885	215,302	759,187	10,713	-	-	769,900
Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	177,409	-	177,409
Rent income	-	-	-	-	-	-	-	-	-	-	-	149,114	-	-	149,114
Residential fees	-	-	-	-	-	-	117,959	-	117,959	-	117,959	-	-	-	117,959
Client resources	-	-	-	-	9,868	-	106,069	-	115,937	-	115,937	-	-	-	115,937
Production/service income	-	-	-	-	-	-	-	-	-	96,327	96,327	-	-	-	96,327
Other revenues	-	350	-	-	-	-	-	-	350	50,467	50,817	-	-	-	50,817
Contributions and grants	-	-	-	-	-	-	-	-	-	50,248	50,248	-	-	-	50,248
Interest and dividends, net	-	-	-	-	-	-	-	-	-	8,334	8,334	7,340	-	-	15,674
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	15,539	15,539
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	(3,235)	(3,235)
Total	\$ 1,123,465	\$ 255,695	\$ 263,295	\$ 557,442	\$ 3,817,477	\$ 51,720	\$ 22,665,067	\$ 757,888	\$ 29,492,049	\$ 2,045,729	\$ 31,537,778	\$ 167,167	\$ 177,409	\$ 12,304	\$ 31,894,658

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2019 Total
Medicaid	\$ 870,343	\$ 239,319	\$ 326,506	466,491	\$ 4,195,619	\$ -	\$ 20,271,597	\$ 548,842	\$ 26,918,717	\$ -	\$ 26,918,717	\$ -	\$ -	\$ -	\$ 26,918,717
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,601,251	1,601,251	-	-	-	1,601,251
Federal grant - DHHS	-	-	-	182,728	-	134,654	-	-	317,382	-	317,382	-	-	-	317,382
Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	112,738	-	112,738
Rent income	-	-	-	-	-	-	-	-	-	-	-	111,355	-	-	111,355
Residential fees	-	-	-	-	-	-	137,067	-	137,067	-	137,067	-	-	-	137,067
Client resources	-	-	-	-	12,615	-	116,296	-	128,911	-	128,911	-	-	-	128,911
Production/service income	-	-	-	-	-	1,184	-	-	1,184	74,797	75,981	-	-	-	75,981
Other revenues	-	11,371	-	-	-	30	-	-	11,401	49,451	60,852	-	-	-	60,852
Contributions and grants	-	-	-	-	-	-	-	-	-	9,649	9,649	-	-	-	9,649
Interest and dividends, net	-	-	-	-	-	-	-	-	-	21,231	21,231	11,100	-	-	32,331
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	12,914	12,914
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	5,550	5,550
Third party insurance	-	-	-	1,695	-	-	-	-	1,695	-	1,695	-	-	-	1,695
Total	\$ 870,343	\$ 250,690	\$ 326,506	\$ 650,914	\$ 4,208,234	\$ 135,868	\$ 20,524,960	\$ 548,842	\$ 27,516,357	\$ 1,756,379	\$ 29,272,736	\$ 122,455	\$ 112,738	\$ 18,464	\$ 29,526,393

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
<u>U.S. Department of the Treasury</u>				
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A	\$ 795,064
Total U.S. Department of the Treasury				\$ 795,064
<u>U.S. Department of Education</u>				
Special Education - Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	\$ 254,642
Total U.S. Department of Education				\$ 254,642
<u>U.S. Department of Health & Human Services</u>				
Social Services Block Grant	93.667	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7858	\$ 39,166
Total U.S. Department of Health & Human Services				\$ 39,166
TOTAL				\$ 1,088,872

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY CROSSROADS, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Crossroads, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Crossroads, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Community Crossroads, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

COMMUNITY CROSSROADS, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Community Crossroads, Inc.
Atkinson, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Crossroads, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 12, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Crossroads, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Crossroads, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Crossroads, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Crossroads, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Community Crossroads, Inc.'s Response to Findings

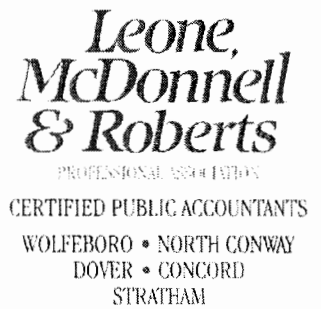
Community Crossroads, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Crossroads, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

February 12, 2021
Dover, New Hampshire



COMMUNITY CROSSROADS, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Community Crossroads, Inc.
Atkinson, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Crossroads, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Crossroads, Inc.'s major federal programs for the year ended June 30, 2020. Community Crossroads, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Crossroads, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Crossroads, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Crossroads, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Crossroads, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of Community Crossroads, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Crossroads, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Crossroads, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDermott & Roberts
Professional Association

February 12, 2021
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Crossroads, Inc. were prepared in accordance with GAAP.
2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Crossroads, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Crossroads, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The program tested as a major program was: U.S. Department of the Treasury; Coronavirus Relief Fund, CFDA 21.019.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Crossroads, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2020-001 - Reconciliation process, month end close and journal entry posting

Criteria: Internal controls should be in place to ensure that accounts receivable is reconciled between the general ledger and aging reports every month in a timely manner, and all journal entries are reviewed and approved prior to posting.

Condition: Material adjusting journal entries were required as a result of timely and accurate reconciliations not being kept as part of the financial statement close process each month and at year end and due to a lack of controls surrounding journal entries that were posted without review and approval.

Cause: Internal controls are not currently in place to ensure that monthly accounts receivable reconciliations are prepared in a timely manner each month and to ensure that all journal entries are reviewed and approved.

Effect: Financial statement information utilized by management in making decisions may not be timely or accurate; material journal entries required were not found until several months after year end as a result of audit testing and inquiries.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for accounts receivable are being performed in a timely manner and to ensure that journal entries are reviewed and approved prior to posting.

Views of Responsible Officials: Community Crossroads has designed and implemented a monthly close process, including a checklist of items that are to be completed at month end, each month, which includes reconciling A/R. This checklist and accompanying journal entries will be reviewed each month by the Director of Budget and Financial Operations.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

Community Crossroads Board of Directors

Lorraine Butler (Consumer)
Town Represented - Derry

Kathleen Dayotis
Town Represented – Atkinson

John DeBaun (Treasurer)
Town Represented - Sandown

James Dickerson, DMD
Town Represented – Windham

Cathy Forgit (Secretary) (Consumer)
Town Represented - Hampstead

Kenneth Ferreira Jr. (Consumer)
Town Represented: Londonderry

Dawn George
Town Represented-Hampstead

Kimberly Habib (FSC Liaison) (Consumer)
Town Represented – Salem

Robin Knight (Consumer)
Town Represented: - Sandown

Elaine Lavin (Consumer)
Town Represented – Salem

Jadine Levesque (Consumer)
Town Represented: Windham

Cathy Spinney (Consumer)
e-mail cspinney58@gmail.com
Town Represented – Pelham

Barbara Strzykalski (Vice President) (Consumer)
Town Represented - Atkinson

James Watson (Vice President) (Consumer)
Town Represented: Derry

Connie Young
Town Represented: Salem

MAURA K. PENNISI



EDUCATION

Nashua Community College, Nashua, NH

1/2012 – 5/2014

Associate Degree/Speech and Language Pathology Assistant, graduated Summa Cum Laude
SLA License in NH and MA

University of New Hampshire, Durham, NH

1/2012 – 12/2013

Graduate Certificate in Assistive Technology

University of Lowell, Lowell, MA

9/1979 - 5/1982

Bachelor of Science, Health Services Administration, graduated Cum Laude

Merrimack College, North Andover, MA

9/1977 - 5/1979

Accounting Major

SKILLS/KEY WORDS: Microsoft Word, PowerPoint, Quickbooks, Excel, Medicaid Billing, Non-profit,
Chronic Illness, Healthcare, Administration, Program Manager, Coordinator.

EXPERIENCE

GATEWAYS COMMUNITY SERVICE, Nashua, NH

5/2002 - Present

Program Manager

Solely started, organized and recruited children for the "PARTNERS IN HEALTH" program, working with families of children with chronic health conditions and developmental disabilities. Provide care coordination, manage budgets and provide case management for families in the program. Work with community resources and organizations to meet family's needs, write grants for equipment and financial help for families, initiate and facilitate a monthly "Family Support Council" for the program, file monthly reports to lead agency and state agency.

TOWN OF WINDHAM, Windham, NH

3/2001 – 7/2012

School District Treasurer

Responsible for balancing monthly bank statements (\$42,000,000 yearly budget) and signing checks for vendors and school employees for three schools. Use of Excel and Quick Books. Substitute Teacher or Assistant for Middle School.

Para-Professional

9/1999-2002

Class instructor for children in grades six through eight or one-on-one aide for children with various learning disabilities and special needs.

SALEM PSYCHOLOGICAL ASSOCIATES, Salem, NH

7/1999 – 4/2002

Medical Biller, Bookkeeper

Solely responsible for medical billing, posting and follow up on aged accounts for seven psychologists and one psychiatrist during a ten hour work week. Also responsible for weekly payroll for staff of nine and accountable for depositing weekly receipts. On my own initiative, collected \$30,000 in aged accounts for year 2000. Use of Excel, Quick Books and Delphi medical billing system.

HILL ASSOCIATES, Plaistow, NH

3/1999 - 11/1998

Accounts Receivable Representative

Processed all information necessary to render and adjudicate claims, including collections and payment distribution for Claims Management customers for mental health billing company. Processed daily correspondence necessary to bill insurance carriers and special handling of claims. Referenced A/R reports to insure accuracy in billing weekly. Reconciled customer problems and complaints. Communicated frequently with insurance carriers via telephone or fax to verify claim status. Utilized collection follow-up reports to research outstanding claims daily. Processed denials regularly by researching reasons for denials and implementing a resolution.

DR. MICHAEL F. SANDLER, Salem, NH

6/1989 – 7/1996

Patient Accounts Representative

Provided administrative support fifteen hours a week for a doctor of internal medicine. Calculated and billed statements to patients and insurance companies including HMO's, Medicare, Medicaid, Blue Cross and commercial insurers using mail and modems. Received and posted payments to accounts. Solely responsible for reducing A/R by 80% by analyzing overdue balances and performing collection procedures by telephone and mail. Entered doctor's procedures for office visits and lab charges into computer utilizing Version 7 Medical Manager, Lotus and Q&A word processing software.

BANKEAST, Pelham, NH

11/1986 – 6/1989

Customer Service Representative

Initial contact for customers to explain the bank's services. Excellent ability to understand the requirements of each individual and recommend the appropriate account to meet the customer's specific needs.

NORTHEAST REHABILITATION, Salem, NH

1/1986 – 11/1986

Assistant to Director of Patient/Family Services

Discussed patients' particular medical/physical situations and referred them to the appropriate outside agency for further assistance. Scheduled appointments, typed correspondence, documented and followed through with problems. Operated the gift shop by opening and closing the store, totaling daily receipts, preparing bank deposits, reconciling statements, checking inventory, and ensuring volunteer coverage.

SEMICONDUCTOR CIRCUITS, Windham, NH

7/1984 – 10/1985

Distribution Sales Administration

Interacted with distributors to place and expedite orders, quote lead times and cross reference parts. Worked with various departments in the production facility to resolve problems. Monitored and updated computer reports. Entered sales, credit and change orders and point of sales reports.

ST. JOHN'S HOSPITAL, Lowell, MA

2/1983 – 7/1984

Patient Account Representative

Provided patients with financial information and guidance to insure the hospital received payment for services provided. Frequently used computer for data entry and retrieval. Communicated with insurance companies, attorneys and doctors to obtain necessary data. Analyzed financial data for accuracy and completeness. Recommended the assignment of accounts for collection. Handled credit and collections procedures and insurance benefits and policies.

ARLINGTON TRUST COMPANY, Lawrence, MA

9/1982 - 2/1983

Securities/Trade Clerk

Responsible for stock transfers, placing and settling trustees' trades and distributing proceeds from dividends and matured certificates. Had daily contact with Bank of New York and stockbrokers. Teller, management duties and customer service.

RELATED ACTIVITIES

- "Wellsense" Advisory Board
- Member of Phi Beta Kappa
- Certified in Parent to Parent Support Training / Parent Advocate for Children with Special Needs
- Past member PACCT (Parents and Cardiac Children Together), Elliot Hospital, Manchester, NH
- Contributor to Chaser Newsletter, a Congenital Heart Abnormalities Support Education Resource Magazine distributed worldwide.
- Past member/Secretary/Treasurer for Southern NH Human Service Council, Marketing Committee
- Past member NH State Finance Committee
- Past member/treasurer; Cotting Family Community Committee

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.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 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

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – 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

Partners In Health

Key Personnel Sheet

July 1, 2021 – June 30, 2022

Total Salary/Wages:

This includes salary for 1 position, Partners in Health Coordinator@ \$47,024

Administrative Support: \$1,500

Total: \$48,524 The amount of \$19,166 is provided from DHHS and the balance of \$29,358 provided by Community Crossroads.



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,760

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", with a stylized flourish at the end.

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
			Subtotal	\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
			Subtotal	\$156,664

Attachment A
Financial Details

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health
2. Lakes Region Community Services
3. Community Crossroads
4. VNA Home Health & Hospice Services, Inc.
5. Community Partners
6. Gateways Community Services
7. Monadnock Developmental Services, Inc.
8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-

3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH Family Voices

5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only)

6.

7.

8.

9.

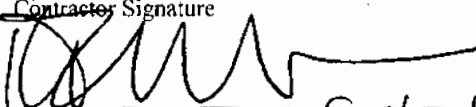
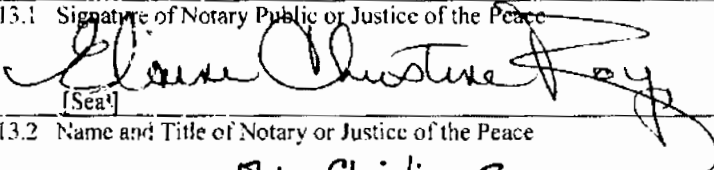
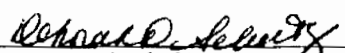
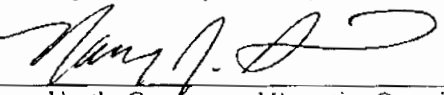
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive, Unit 801 Atkinson, NH 03811	
1.5 Contractor Phone Number 603-893-1299	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Ferrell Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> On <u>May 9, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy Notary Public ELAINE CHRISTINE ROY Notary Public - State of New Hampshire My Commission Expires May 1, 2026	
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory Deborah D. Scheetz, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/28/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



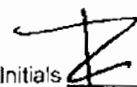
Scope of Services

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 Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region X as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.4.1. Flexible services using the elements of Family Centered Care;
 - 2.4.2. Strengths-based assessment and planning;


Date 5/6/19



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinator (FSC):
 - 2.5.1. Conducts a Needs Assessment that utilizes a strength-based approach and helps the family to build upon identified strengths.
 - 2.5.2. Identifies goals through discussions with the family regarding where in their community assistance can be obtained for their chronically ill child including, but not limited to:
 - 2.5.2.1. School.
 - 2.5.2.2. Church.
 - 2.5.2.3. Medical partnerships.
 - 2.5.2.4. Family relations.
 - 2.5.2.5. Friends.
 - 2.5.2.6. Neighbors.
 - 2.5.3. Develops the goals utilizing the SMART framework, which assures they are specific, measurable, achievable, realistic, and timely for the family.
 - 2.5.4. Encourages the family to take an active role in helping to achieve the established goals.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.8. The Contractor shall ensure the FSC meets with the family to:
 - 2.8.1. Complete the required intake paperwork.
 - 2.8.2. Understand the family's needs for their child.
- 2.9. The Contractor shall ensure the FSC sends a medical verification form to the child's primary practitioner to determine eligibility for the PIH program based on the chronic condition.
- 2.10. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by ensuring the FSC:



- 2.10.1. Engages family members in activities and events including, but not limited to:
 - 2.10.1.1. Movie nights.
 - 2.10.1.2. Bowling.
 - 2.10.1.3. IEP workshops.
 - 2.10.1.4. A summer boat cruise.
- 2.10.2. Encourages families to have mothers, fathers and siblings participate along with the PIH client.
- 2.10.3. Provides educational opportunities for families of CYSHCN to assist in navigating and managing their child's chronic health condition.
- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
 - 2.12.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.12.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.12.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.12.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.12.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.12.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
 - 2.12.7. Practitioners work with families to mobilize formal and informal resources to support family development.
 - 2.12.8. Programs are flexible and continually responsive to emerging family and community issues.
 - 2.12.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.



- 2.13. The Contractor shall ensure adherence to the Principles of Family Support Practice by providing:
- 2.13.1. Flexibility with meeting family needs.
 - 2.13.2. Respect for family requests.
 - 2.13.3. Unity with other families.
 - 2.13.4. Group activities for families.
- 2.14. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.15. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall:
- 2.15.1. Maintain a twelve (12)-member PIH Family Support Council, which is actively involved in guiding family support services and overseeing the family support discretionary budget.
 - 2.15.2. Ensure the PIH Family Support Council and the Contractor's Council combine a two (2) hour meeting on a monthly basis in order that programs and families can share information and resources as well as plan events together.
 - 2.15.3. Ensure the FSC meets with the PIH Family Support Council a minimum of ten (10) times per State Fiscal Year.
 - 2.15.4. Ensure the FSC collaborates with other FSCs throughout the state at monthly meetings, planned events where all PIH coordinators attend and outreach to other PIH coordinators to maintain ongoing networking and partnerships.
 - 2.15.5. Maintain active membership with the Southern NH Public Health Network.
 - 2.15.6. Maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
 - 2.15.6.1. Child health services.
 - 2.15.6.2. Early supports and services providers.
 - 2.15.6.3. Parent information centers.
 - 2.15.6.4. State benefit programs.
 - 2.15.6.5. Local schools.
 - 2.15.6.6. Local hospitals and medical providers.



- 2.15.6.7. Local town and state governments.
- 2.16. The Contractor shall provide educational opportunities to families, and training and support activities to PIH Family Councils that include, but are not limited to:
- 2.16.1. Policy Partners Program: This seven-month series was developed by the Community Crossroads Public Policy/Outreach committee and is designed to teach family members the skills necessary to influence decision makers at all levels of government.
 - 2.16.2. NH Leadership Series: This learning opportunity through the UNH Institute on Disability trains families to be effective advocates for their children regardless of age or disability. Community Crossroads and Partners in Health supports several families financially to attend the series each year and has by far, the largest number of graduates in the State.
 - 2.16.3. Family Support Council Trainings: The Family Support Council provides a calendar on the agency website and an email distribution list to alert families to these trainings.
 - 2.16.4. Partners in Health Trainings: Trainings are offered to PIH families and coordinators through the Department, Family Voices and various other organizations.
 - 2.16.5. John Norton Memorial Scholarship: This award provides an opportunity for one (1) family member each year to attend the week-long training in community organizing through the Gamaliel Institute in Chicago where they learn advanced advocacy skills.
 - 2.16.6. Family Support Conference: This annual conference, sponsored by the Department and coordinated by the Contractor, gives families the opportunity to network with other families throughout the state and attend state of the art workshops. Each year our Family Support Councils sponsor several families to attend the conference as does our Fundraising Committee.
- 2.17. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure the FSC:
- 2.17.1. Assists families to prioritize the most important areas and determine goals to meet those needs through the needs assessment process.
 - 2.17.2. Works with families as they progress towards achieving their goals.
 - 2.17.3. Encourages and supports families to maintain their independence through access to training opportunities and information.



- 2.18. The Contractor shall respond to emerging issues identified by state agencies, communities, PIH Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.19. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.19.1. Biennial Department Survey.
 - 2.19.2. Biennial PIH Audit.
 - 2.19.3. Contract Compliance Reviews.
- 2.20. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.21. The Contractor shall participate in evaluation activities including, but not limited to:
 - 2.21.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
 - 2.21.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
 - 2.21.3. Maintaining a Quality Assurance committee.
 - 2.21.4. Engaging in a comprehensive planning process to create a strategic plan a minimum of once every three (3) years.
- 2.22. The Contractor shall ensure their Executive Director, acting in the capacity of Lead Agency Supervisor (LAS):
 - 2.22.1. Meets weekly with the FSC to discuss minutes from monthly PIH Family Council meetings.
 - 2.22.2. Is accessible to the FSC for questions or concerns regarding PIH clients or programming.
- 2.23. The Contractor shall ensure the FSC has access to training opportunities including, but not limited to:
 - 2.23.1. Department trainings.
 - 2.23.2. Family Voices trainings.
 - 2.23.3. Contractor trainings for topics covered in Subsection 3.10.



3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the LAS.
- 3.2. The Contractor shall ensure the LAS:
 - 3.2.1. Participates in quarterly meetings with the Department;
 - 3.2.2. Provides supervision to the FSC; and
 - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
 - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
 - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
 - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
 - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
 - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall employ one (1) Director of Quality Improvement.
- 3.8. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.8.1. Program needs.
 - 3.8.2. The individual's experience.
 - 3.8.3. The individual's additional training.



- 3.9. The Contractor shall ensure staff participation, as applicable, in:
 - 3.9.1. PIH staff orientation.
 - 3.9.2. Database training.
 - 3.9.3. LAS Meetings, at least quarterly.
 - 3.9.4. FSC supervision meetings, at least monthly.
 - 3.9.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
 - 3.9.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.10. The Contractor shall provide training and ensure LAS and FSC receive training in the following areas of the Standards of Quality for Family Strengthening and Support:
 - 3.10.1. Family Centeredness.
 - 3.10.2. Family Strengthening.
 - 3.10.3. Embracing Diversity.
 - 3.10.4. Community Building.
 - 3.10.5. Evaluation.
 - 3.10.6. Family Support.

4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability



- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising including, but not limited to a grant from the Alexander Eastman Foundation.
 - 5.1.3. Accessing unencumbered general management funds from the Contractor's agency operating budget.

6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty-five (65) individuals per State Fiscal Year.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

[Handwritten Signature]
5/8/19

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor name|Community Crossroads, Inc.

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Indirect As A Percent of Direct

10.0%

Date 5/8/19

Contractor name|Community Crossroads, Inc.

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Indirect As A Percent of Direct

5.8%

Date 5/8/19



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;

Exhibit C – Special Provisions

Contractor Initials

Date 5/8/19

New Hampshire Department of Health and Human Services
Exhibit C



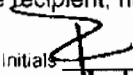
- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for 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.

Exhibit C - Special Provisions

Contractor Initials


5/8/19

New Hampshire Department of Health and Human Services
Exhibit C



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

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



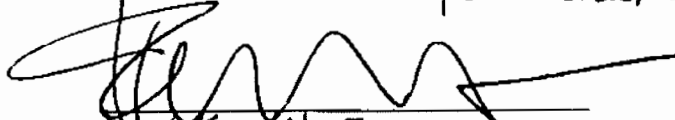
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

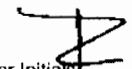
Place of Performance (street address, city, county, state, zip code) (list each location)

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

5/8/19
Date

Vendor Name: Community Crossroads, Inc.


Name: Kenneth Ferreira
Title: Board President


Vendor Initials
Date 5/8/19



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Community Crossroads, Inc.

5/8/19
Date

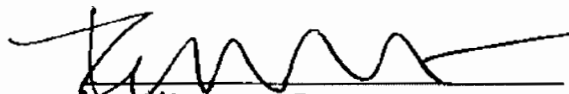
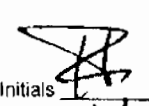

Name: Kenneth Ferreira
Title: Board President

Exhibit E – Certification Regarding Lobbying

Vendor Initials 



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



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

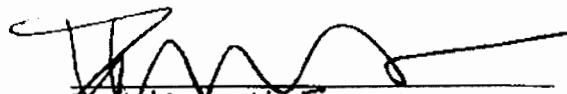
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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).

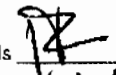
LOWER TIER COVERED TRANSACTIONS

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.

Vendor Name: *Community Crossroads, Inc.*

5/8/19
Date


Name: *Kenneth Ferreira*
Title: *Board President*


Date 5/8/19



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

5/8/19
Date

Vendor Name: Community Crossroads, Inc.

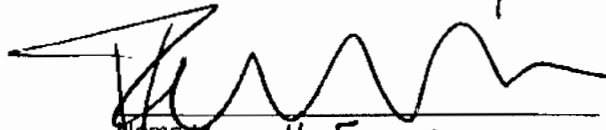
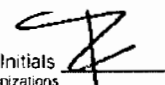

Name: Kenneth Ferreira
Title: Board President

Exhibit G

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

Vendor Initials



Date 5/8/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

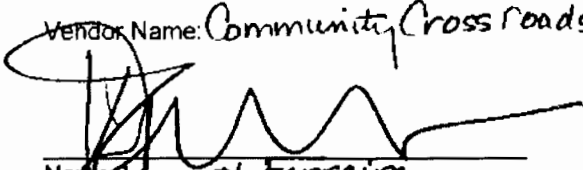
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Vendor Name: Community Crossroads, Inc.

5/8/19
Date


Name: Kenneth Ferreira
Title: Board President


5/8/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Deborah D. Scheetz
Signature of Authorized Representative

Deborah D. Scheetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-23-19
Date

Community Crossroads, Inc.
Name of the Vendor

[Signature]
Signature of Authorized Representative

Kenneth Ferreira
Name of Authorized Representative

Board President
Title of Authorized Representative

5/8/19
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.

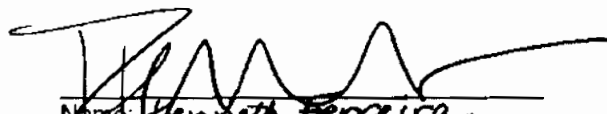
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name: Community Crossroads, Inc.

Date 5/8/19


Name: Kenneth Ferreira
Title: Board President

Vendor Initials PF
Date 5/8/19

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: 184213387
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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

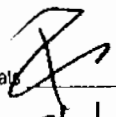
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DHHS Information Security Requirements



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

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


5/8/19



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$361,364.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool. The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination;
 - 2.1.1.2. Review, reassess and update needs assessments with each family biannually and more often as needed; and
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Section A, Scope of Services, Section 2, Subsection 2.8., to read:
 - 2.8. The contractor shall provide family-centered family support services to families of children

and young adults with special healthcare needs (CYSHCN).

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.26, to read:
 - 2.26. The Contractor shall ensure the FSC maintains a minimum caseload of sixty (60) families per State Fiscal Year.
6. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1, to read:
 - 4.1. The Contractor shall provide quarterly reports that include, but are not limited to:
 - 4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.
 - 4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.
 - 4.1.3. The percentage of youth ages fourteen (14) years and older, and/or their family caregiver, who identified a minimum of one (1) TRAQ goal.
 - 4.1.4. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who met a minimum of one (1) of the previous year's TRAQ goals.
7. Modify Exhibit A, Scope of Services, Section 4, Reporting, by adding Subsection 4.3, to read:
 - 4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:
 - 4.3.1. Factors that contributed to the noncompliance;
 - 4.3.2. The proposed plan to correct the noncompliance issue;
 - 4.3.3. Personnel responsible for implementing the corrective plan;
 - 4.3.4. Plan to mitigate noncompliance issues in the future.
8. Modify Exhibit A, Scope of Services, Section 6, Deliverables, to read:
 6. Performance Measures
 - 6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty-one (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.
 - 6.2. The Contractor shall ensure 70% of young adults, ages fourteen (14) years and older, and/or their family caregiver, meet a minimum of one (1) of the previous year's transition goals.
 - 6.3. The Contractor shall ensure 85% of the Department approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.
9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #1 Budget.
10. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:

5. The Contractor shall budget a minimum of \$20,000 per site for Flex Funds to be applied toward family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis.
11. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-4, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/14/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

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

6/8/2021

Date

DocuSigned by:

Kathleen Boisclair

Name: Kathleen Boisclair

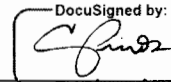
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 39,748.60	\$ 3,571.88	\$ 43,320.68	\$ 27,138.10	\$ 2,438.67	\$ 29,576.76	\$ 12,610.70	\$ 1,133.21	\$ 13,743.92
2. Employee Benefits	\$ 19,079.42	\$ 1,714.50	\$ 20,793.93	\$ 13,026.29	\$ 1,170.56	\$ 14,196.85	\$ 6,053.14	\$ 543.94	\$ 6,597.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (PIH Flex Funds for Families)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 80,828.22	\$ 8,331.38	\$ 89,159.61	\$ 42,164.38	\$ 6,654.22	\$ 48,818.61	\$ 38,663.84	\$ 1,677.16	\$ 40,341.00

Indirect As A Percent of Direct

10.3%

Exhibit B-4, Amendment #1 Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 40,539.20	\$ 3,643.12	\$ 44,182.32	\$ 27,928.55	\$ 2,509.84	\$ 30,438.39	\$ 12,610.65	\$ 1,133.28	\$ 13,743.93
2. Employee Benefits	\$ 19,458.82	\$ 1,748.70	\$ 21,207.51	\$ 13,405.70	\$ 1,204.72	\$ 14,610.43	\$ 6,053.11	\$ 543.97	\$ 6,597.07
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,040.00	\$ 2,040.00	\$ -	\$ 2,040.00	\$ 2,040.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 615.00	\$ -	\$ 615.00	\$ 615.00	\$ -	\$ 615.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (PIH Flex Funds for Families)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 82,013.02	\$ 8,476.82	\$ 90,489.83	\$ 43,349.25	\$ 6,799.57	\$ 50,148.82	\$ 38,663.76	\$ 1,677.25	\$ 40,341.00

Indirect As A Percent of Direct

10.3%

State of New Hampshire

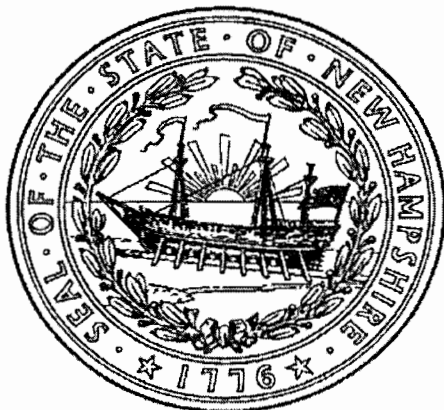
Department of State

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: **0005358975**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

State of New Hampshire

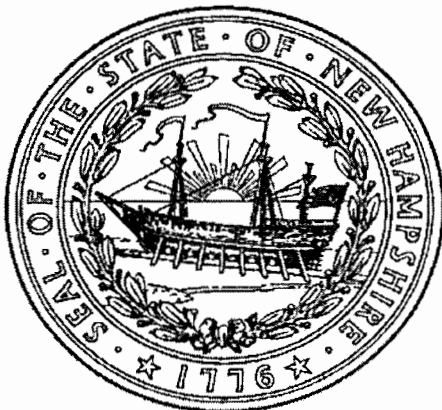
Department of State

CERTIFICATE

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

Business ID: **455172**

Certificate Number: **0005359021**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 11, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Boisclair, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/11/2021

Ann Landry Digitally signed by Ann Landry
Date: 2021.06.11 16:14:03 -04'00'

Signature of Elected Officer
Name: Ann Landry
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2021

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com															
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services SIG</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: Granite State Health Care and Human Services SIG		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER B: Granite State Health Care and Human Services SIG																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 20-21 w/21-22 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: Professional Liability			PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2201367	11/01/2020	11/01/2021	GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Professional Liability \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB744713	11/01/2020	11/01/2021	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20210000393 3A: NH	02/01/2021	02/01/2022	AGGREGATE \$ 5,000,000
							PER STATUTE ☒ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Directors & Officers Liability			PHSD1586210	11/01/2020	11/01/2021	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Limit of insurance \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

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

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

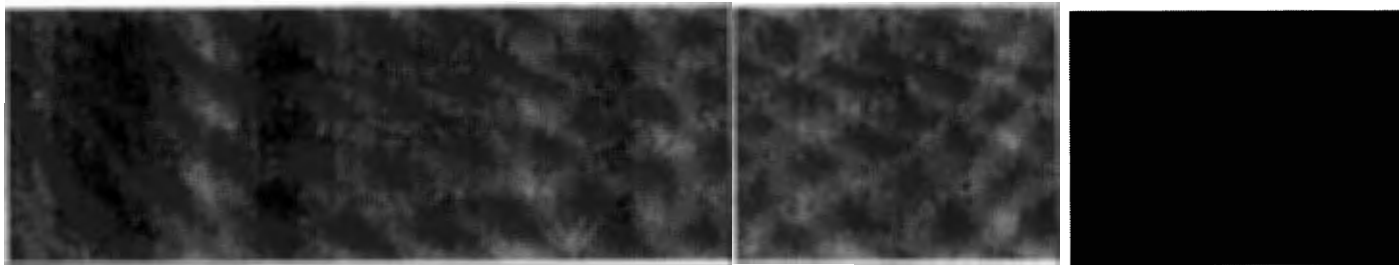
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2020 and 2019

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions 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.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

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, 2020 and 2019, 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 Matters

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

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2020

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

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	<u>2,231,627</u>	<u>2,118,838</u>
Total assets	<u>\$12,315,370</u>	<u>\$ 7,990,412</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,842,555	\$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	<u>4,159,036</u>	<u>884,773</u>
Total liabilities	8,194,952	4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	<u>101,748</u>	<u>-</u>
Total net assets	<u>4,120,418</u>	<u>3,232,211</u>
Total liabilities and net assets	<u>\$12,315,370</u>	<u>\$ 7,990,412</u>

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

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

Consolidated Statements of Activities

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$31,378,211	\$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	1,340,942	722,753
Public support	119,432	123,304
Other revenue	<u>736,918</u>	<u>198,539</u>
Total public support and revenue	<u>39,296,599</u>	<u>35,005,264</u>
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	<u>3,730,957</u>	<u>2,655,420</u>
Total program expenses	<u>35,001,011</u>	<u>31,280,688</u>
Supporting services		
General management	<u>3,509,129</u>	<u>3,438,646</u>
Total expenses	<u>38,510,140</u>	<u>34,719,334</u>
Change in net assets without donor restrictions	<u>786,459</u>	<u>285,930</u>
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	<u>-</u>
Change in net assets	<u>888,207</u>	<u>285,930</u>
Net assets, beginning of year	<u>3,232,211</u>	<u>2,946,281</u>
Net assets, end of year	<u>\$ 4,120,418</u>	<u>\$ 3,232,211</u>

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

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

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 896,389	\$ 4,040,408	\$ 5,011,919	\$ 290,667	\$ 13,303,054	\$ 4,340,039	\$ 3,205,815	\$ 55,509	\$ 234,411	\$ 31,378,211	\$ -	\$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,957	729,354	-	1,105,531	25,847	157,206	23,514	68,798	2,176,062	-	2,176,062
Contract revenue	66,692	286,211	441,695	76,179	32,307	46,470	3,554	212,777	313,940	1,479,825	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	26	39	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,497	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	31,765	-	468,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,985	4,474,185	3,608,478	294,853	3,539,820	39,056,808	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,697	1,617,524	2,040,948	279,097	1,938,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,366	20,626	168,279	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	17,248	30,980
Client treatment services	15,137	312,089	123,575	245,525	4,512,631	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,226	12,644	109,920	267,144	190,882	850,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,367,091	-	6,367,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,746	12,841	4,509	12,427	97,393	31,198	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	8,347	44,653	19,777	1,320	16,041	2,118	20,549	4,697	22,150	138,652	21,906	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,886	162,881	348,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,925	211,039	6,664	217,703
Office	11,725	57,304	49,229	2,703	17,000	4,538	25,310	3,481	54,752	226,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	924	6,140	704	20,116	65,187	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,017	42,943	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,460	235,229	30,559	265,788
Advertising	236	2,366	2,195	361	1,200	961	1,510	114	972	9,915	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,805	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,897	394,755	8,040	402,795
Assistance to individuals	27,034	4,643	4,496	87,716	3,402	19,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,862	25,208	2,980	37,730	3,745	28,145	231,278	36,622	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	108,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,780	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,160,769	4,513,949	643,257	12,328,472	4,023,490	2,899,359	660,072	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	\$ (30,847)	\$ (676,179)	\$ 1,820,769	\$ (241,917)	\$ 2,580,513	\$ 450,695	\$ 709,119	\$ (365,219)	\$ (191,137)	\$ 4,055,797	\$ (3,269,338)	\$ 786,459

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 Without Donor Restrictions

Year Ended June 30, 2019

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 906,600	\$ 4,143,493	\$ 4,260,603	\$ 305,762	\$ 12,217,725	\$ 3,856,075	\$ 3,197,558	\$ 45,653	\$ 230,102	\$ 29,163,571	\$ -	\$ 29,163,571
Medicare revenue	-	18,238	-	-	-	-	158,215	-	19,991	196,444	-	196,444
Client resources	61,044	62,667	528,823	-	1,042,019	23,156	126,198	28,324	61,774	1,934,005	-	1,934,005
Contract revenue	105,269	308,584	404,433	76,279	19,928	46,470	700	178,823	199,984	1,340,470	206,056	1,546,526
Grant income	15,030	75,112	84,404	27,048	-	1,500	62,679	4,238	837,657	1,107,668	4,000	1,111,668
Interest income	-	-	-	-	-	-	-	-	-	-	8,454	8,454
Other program revenue	-	47,510	26,280	-	-	-	-	-	642,092	715,882	6,871	722,753
Public support	12,575	6,503	17,150	16,115	-	2,897	2,425	-	60,648	118,313	4,991	123,304
Other revenue	164	200	265	-	24,411	-	11,225	-	13,910	50,175	148,364	198,539
Total public support and revenue	1,100,662	4,662,307	5,321,958	425,204	13,304,083	3,930,098	3,559,000	257,038	2,066,158	34,626,528	378,736	35,005,264
Expenses												
Salaries and wages	618,554	2,591,978	2,645,376	153,744	1,186,741	1,574,898	1,882,810	262,726	1,339,135	12,255,962	2,225,787	14,481,749
Employee benefits	155,689	725,683	618,235	43,641	286,380	114,976	206,739	57,444	425,053	2,633,840	502,190	3,136,030
Payroll taxes	45,086	205,829	194,655	11,761	86,697	119,265	98,181	19,156	116,098	896,728	152,858	1,049,586
Contracted substitute staff	-	7,196	-	-	-	-	-	-	-	7,196	2,898	10,094
Client treatment services	25,457	59,794	117,396	300,788	4,080,658	1,478,666	61,871	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,609	59,399	106,919	7,212	102,207	14,046	81,569	274,494	70,392	752,847	90,707	843,554
Subcontractors	-	420,214	-	-	4,656,701	49,090	-	-	-	5,126,005	-	5,126,005
Staff development and training	2,207	16,017	17,066	4,437	3,165	4,499	9,656	1,060	6,381	64,488	79,033	143,521
Rent	-	99,754	93,461	-	35,450	-	70,190	7,524	51,079	357,458	19,212	376,670
Utilities	9,370	55,250	23,008	1,492	18,311	2,346	11,916	5,911	88,105	215,709	29,976	245,685
Building maintenance and repairs	14,556	71,509	43,135	2,340	50,693	3,920	21,130	533	127,740	335,556	19,436	354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299	-	29,422	131,714	8,581	140,295
Office	10,417	64,185	56,760	2,411	21,475	4,191	31,606	4,850	51,698	247,593	87,522	335,115
Building and housing	3,575	15,856	8,170	722	6,394	925	4,136	576	6,883	47,237	8,711	55,948
Client consumables	949	28,368	6,315	2,997	20,369	48,309	3,894	62	11,678	122,941	1,450	124,391
Medical	-	1,389	538	-	178	-	639	74	621	3,439	272	3,711
Equipment maintenance	15,857	50,227	45,332	2,687	21,975	5,603	30,933	3,922	16,895	193,431	40,445	233,876
Depreciation	30,694	152,835	79,473	5,581	69,061	14,998	40,071	5,865	24,080	422,658	59,430	482,088
Advertising	237	1,049	1,788	25	412	67	723	58	189	4,548	1,281	5,829
Printing	-	31	366	-	-	-	82	12	30	521	845	1,366
Telephone and communications	17,280	40,314	38,423	3,011	9,469	4,559	27,879	3,966	23,495	168,396	40,737	209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928	686	4,414	22,051	1,740	23,791
Transportation	13,906	217,589	31,547	4,005	88,089	110,411	29,107	1,622	26,433	522,709	15,396	538,105
Assistance to individuals	23,822	2,555	3,429	84,929	15,494	42,055	1,234	182	28,685	202,385	4,565	206,950
Insurance	8,781	78,150	36,307	1,596	25,423	4,291	33,316	3,588	12,620	204,072	30,636	234,708
Membership dues	22	2,033	104	4	49	10	3,971	11	104,765	110,969	4,081	115,050
Interest	2,285	5,844	2,161	371	3,119	622	818	115	6,569	21,904	3,617	25,521
Other	-	507	214	-	-	20	-	-	69,322	70,063	7,209	77,272
Total expenses	1,041,170	5,034,457	4,196,063	634,699	10,799,339	3,599,405	2,665,698	654,437	2,655,420	31,280,688	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	\$ 59,512	\$ (372,150)	\$ 1,125,895	\$ (209,495)	\$ 2,504,744	\$ 330,693	\$ 893,302	\$ (397,399)	\$ (589,262)	\$ 3,345,840	\$ (3,059,910)	\$ 285,930

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, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 888,207	\$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	89	90
Net cash (used) provided by operating activities	<u>(118,282)</u>	<u>887,227</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(378,577)</u>	<u>(536,486)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	<u>(189,832)</u>	<u>(261,109)</u>
Net cash provided by financing activities	<u>3,274,263</u>	<u>38,891</u>
Net increase in cash, cash equivalents and restricted cash	2,777,404	389,632
Cash, cash equivalents and restricted cash, beginning of year	<u>4,136,407</u>	<u>3,746,775</u>
Cash, cash equivalents and restricted cash, end of year	\$ <u>6,913,811</u>	\$ <u>4,136,407</u>
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	<u>112,525</u>	<u>112,436</u>
	\$ <u>6,913,811</u>	\$ <u>4,136,407</u>

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

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

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Nature of Activities

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

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

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

The Foundation received and disbursed the following funds:

	<u>2020</u>	<u>2019</u>
Funds received	\$ 153,805	\$ 58,259
Funds disbursed	<u>38,327</u>	<u>40,064</u>
	<u>\$ 115,478</u>	<u>\$ 18,195</u>

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

Funds received	\$ 582,844
Funds disbursed	<u>355,700</u>
	<u>\$ 227,144</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

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

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Newly Adopted Accounting Principles and Reclassifications

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of \$19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of \$93,425.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB ASC Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of consolidated 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 consolidated 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

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
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Notes to Consolidated Financial Statements

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Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Contributions

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

Income Taxes

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

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

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2020 and 2019.

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.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
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June 30, 2020 and 2019

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, 2020 and 2019, allowances were recorded in the amount of \$487,805 and \$436,905, respectively.

Property and Equipment

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

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

Estimated Third-Party Liability

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

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
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June 30, 2020 and 2019

2. Availability and Liquidity of Financial Assets

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

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

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,699,538	\$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	<u>591,940</u>	<u>162,264</u>
Financial assets available to meet general expenditures within one year	\$ <u>9,384,203</u>	\$ <u>5,357,736</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2020 and 2019, the Organization held cash totaling \$89,562 and \$89,473, 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, 2020 and 2019, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

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4. Property and Equipment

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	<u>2,939,058</u>	<u>2,909,242</u>
	8,125,127	7,791,112
Less accumulated depreciation	<u>5,893,500</u>	<u>5,672,274</u>
	<u>\$ 2,231,627</u>	<u>\$ 2,118,838</u>

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

6. Notes Payable

Notes payable consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 95,635	\$ 139,608

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Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, paid in 2020.	44,249	74,560
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.	96,413	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	63,379	90,940
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.	124,756	142,559
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	272,136	296,117
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	37,468	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	50,000	-

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Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.

<u>3,375,000</u>	<u>-</u>
\$ <u>4,159,036</u>	\$ <u>884,773</u>

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

2021	\$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	<u>168,268</u>
	\$ <u>4,159,036</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$401,284 in 2020 and \$376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	\$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	<u>2,211,640</u>
	\$ <u>4,054,958</u>

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Notes to Consolidated Financial Statements

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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, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2020</u>	<u>2019</u>
Developmental Services	\$ 1,532,231	\$ 681,243
Behavioral Health Services	<u>82,757</u>	<u>133,889</u>
	<u>\$ 1,614,988</u>	<u>\$ 815,132</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, 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 2020 and 2019, 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, 2020 were \$404,476 and during the year ended June 30, 2019 were \$377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
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Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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 November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 4,852,149	\$ 1,822,616	\$ 1,125	\$ 125,396	\$ -	\$ 6,801,286	\$ 2,426,960	\$ 1,484,207	\$ 1,138	\$ 111,666	\$ -	\$ 4,023,971
Restricted cash	112,525	-	-	-	-	112,525	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,754,753	732,514	34	101,748	(496,324)	2,092,725	939,082	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,109	272,831	-	-	-	591,940	18,998	143,266	-	-	-	162,264
Prepaid expenses	267,588	217,679	-	-	-	485,267	222,496	178,906	-	-	-	401,402
Interest in net assets of subsidiaries	225,181	-	-	-	(225,181)	-	109,646	-	-	-	(109,646)	-
Property and equipment, net	1,883,374	348,253	-	-	-	2,231,627	1,746,611	372,227	-	-	-	2,118,838
Total assets	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,705,799	\$ 629,958	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,555	\$ 2,479,415	\$ 543,949	\$ 3,233	\$ -	\$ (486,128)	\$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,884	54,346	-	-	-	72,230	10,098	30,687	-	-	-	40,785
Loan fund	89,562	-	-	-	-	89,562	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,249	-	-	-	4,159,036	810,213	74,560	-	-	-	884,773
Total liabilities	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201
Net assets (deficit)												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Total net assets (deficit)	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
Total liabilities and net assets (deficit)	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412

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

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 23,575,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,378,211	\$ 22,008,443	\$ 7,155,128	\$ -	\$ -	\$ -	\$ 29,163,571
Medicare revenue	-	175,540	-	-	-	175,540	-	196,444	-	-	-	196,444
Client resources	1,583,678	592,384	-	-	-	2,176,062	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	675,812	956,344	-	-	-	1,632,156	683,560	862,966	-	-	-	1,546,526
Grant income	278,171	1,422,093	-	-	-	1,700,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	15,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	65,464	2,647	-	51,321	-	119,432	55,233	9,905	-	58,166	-	123,304
Other revenue	681,502	68,411	9,060	736	(22,791)	736,918	53,570	163,070	9,057	93	(27,251)	198,539
	<u>28,222,096</u>	<u>11,036,177</u>	<u>9,060</u>	<u>52,057</u>	<u>(22,791)</u>	<u>39,296,599</u>	<u>25,334,294</u>	<u>9,630,905</u>	<u>9,057</u>	<u>58,259</u>	<u>(27,251)</u>	<u>35,005,264</u>
Total public support and revenue												
Expenses												
Program services												
Case management	1,040,686	-	-	-	-	1,040,686	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,169,526	991,243	-	-	-	5,160,769	4,117,219	917,238	-	-	-	5,034,457
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,614,339	2,581,724	-	-	-	4,196,063
Family support	643,257	-	-	-	-	643,257	634,699	-	-	-	-	634,699
Residential services	12,328,472	-	-	-	-	12,328,472	10,799,339	-	-	-	-	10,799,339
Consolidated services	4,023,490	-	-	-	-	4,023,490	3,599,405	-	-	-	-	3,599,405
Adult services	212,701	2,686,658	-	-	-	2,899,359	123,658	2,542,040	-	-	-	2,665,698
Emergency services	-	660,072	-	-	-	660,072	-	654,437	-	-	-	654,437
Other	1,709,045	1,983,585	9,004	38,327	(9,004)	3,730,957	1,133,366	1,481,990	9,164	40,064	(9,164)	2,655,420
	<u>1,709,045</u>	<u>1,983,585</u>	<u>9,004</u>	<u>38,327</u>	<u>(9,004)</u>	<u>3,730,957</u>	<u>1,133,366</u>	<u>1,481,990</u>	<u>9,164</u>	<u>40,064</u>	<u>(9,164)</u>	<u>2,655,420</u>
Total program expenses	26,019,795	8,942,889	9,004	38,327	(9,004)	35,001,011	23,063,195	8,177,429	9,164	40,064	(9,164)	31,280,688
Supporting services												
General management	1,912,897	1,596,232	-	-	-	3,509,129	1,916,368	1,522,278	-	-	-	3,438,646
	<u>1,912,897</u>	<u>1,596,232</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,509,129</u>	<u>1,916,368</u>	<u>1,522,278</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,438,646</u>
Total expenses	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140	24,979,563	9,699,707	9,164	40,064	(9,164)	34,719,334
Change in net assets (deficit) without donor restrictions	289,404	497,056	56	13,730	(13,787)	786,459	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
	<u>101,748</u>	<u>-</u>	<u>-</u>	<u>101,748</u>	<u>(101,748)</u>	<u>101,748</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in net assets (deficit)	391,152	497,056	56	115,478	(115,535)	888,207	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
	<u>1,432,819</u>	<u>1,799,391</u>	<u>(2,019)</u>	<u>111,666</u>	<u>(109,646)</u>	<u>3,232,211</u>	<u>1,078,088</u>	<u>1,868,193</u>	<u>(1,912)</u>	<u>93,471</u>	<u>(91,559)</u>	<u>2,946,281</u>
Net assets (deficit), end of year	\$ 1,823,971	\$ 2,296,447	\$ (1,963)	\$ 227,144	\$ (225,181)	\$ 4,120,418	\$ 1,432,819	\$ 1,799,391	\$ (2,019)	\$ 111,666	\$ (109,646)	\$ 3,232,211
	<u>\$ 1,823,971</u>	<u>\$ 2,296,447</u>	<u>\$ (1,963)</u>	<u>\$ 227,144</u>	<u>\$ (225,181)</u>	<u>\$ 4,120,418</u>	<u>\$ 1,432,819</u>	<u>\$ 1,799,391</u>	<u>\$ (2,019)</u>	<u>\$ 111,666</u>	<u>\$ (109,646)</u>	<u>\$ 3,232,211</u>



Community Partners BOARD OF DIRECTORS 2020-2021

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

Brian Collins

Page 2

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

Page 3

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Suzanne Bagdasarian



Business Experience

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

Chief Financial Officer 2019 – Present

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

Controller 2001 – 2018

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

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

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

Budget Manager – 1999- 2000

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

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

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

Suzanne Bagdasarian

Page 2

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

Kristina M. Elliott

OBJECTIVE

To obtain the Director of Family Support Coordinator position at Community Partners. Obtaining this position will allow me to provide support to families by assisting families in accessing agency and community based resources, continuing to build relationships, collaborating with and educating outside agencies and partners on the services Family Support/Community Partners delivers as well as providing oversight to the Family Support team.

EDUCATION

University of New Hampshire, Durham, NH

Master of Social Work

May 2018

- Advanced Standing

University of New Hampshire, Durham, NH

May 2013

Bachelor of Science in Social Work and Minor in Disability Studies

- GPA: 3.7
- Student representative for Social Work Field Advisory Council
- Member of Phi Alpha Honors Society and Relay for Life

Great Bay Community College, Portsmouth, NH

August 2010

Candidate for Associates Degree in Liberal Arts

LICENSURE

State of NH Board of Mental Health Practice

Expected April 2022

Licensed Independent Clinical Social Worker

PROFESSIONAL EXPERIENCE

Payson Center for Cancer Care, Concord, NH

May 2018 - Present

Oncology Social Worker

- Provide supportive resources (within Concord Hospital network and community) to meet the psychosocial needs of patients and caregivers
- Collaborate with interdisciplinary oncology team members
- Assist patients in applying for financial grants and coordinate transportation to and from treatment
- Staff/participate in community events benefiting the Payson Center: Market Days, Rock 'N Race, Cancer Survivors Day

Payson Center for Cancer Care, Concord, NH

June 2017 – May 2018

Graduate Student Intern

- Provided supportive resources to meet the psychosocial needs of patients and caregivers
- Collaborated with interdisciplinary oncology team members
- Assisted patients in applying for financial grants
- Coordinated transportation for patients to and from treatment

Community Partners, Dover, NH

October 2015 – April 2019

In Home Supports Manager

- Oversaw the In Home Support program for 30 families including-state funding usage, families compliance with HeM-524 regulations and corresponding with Bureau of Developmental Services
- Developed individualized plans with families for their children ages 3-21 who have a developmental disability around gaining independence with activities of daily living, social skills, and engaging in community activities
- Supported families at school meetings, provided community resources as needed
- Mentored In-Home Support and Respite Coordinators around yearly audits, plan renewals and budgets

Respite Coordinator

June 2013 – October 2015

- Facilitated meetings with families yearly to update respite plans, and provided quarterly budget updates

- Supported families during school meetings and provided community resources as needed

Family Support Intern

September 2012 – May 2013

- Supported families whose child has a developmental disability ages 3-21 through family support or community resources
- Mentored 14 year old girl with Autism once a week in the community to develop greater social skills
- Completed paperwork associated with intakes, and documentation regarding consumers

VOLUNTEER EXPERIENCE

Community Partners, Dover, NH

October 2012 - May 2013

Young Autism Group

- Provided a safe environment and activity for children with autism while parents participated in a parent-to-parent support group

Paint for Fun

February – May 2012

- Assisted in facilitating creative art classes with owner for students with disabilities, through demonstration
- Worked one-on-one with adults to complete art project through helping with painting, drawing, obtaining materials

Alternative Spring Break, San Luis, Dominican Republic

March 2012

Service Trip Participant

- Constructed a community center with local community members for an underprivileged community alongside a group of 10 peers

Krempels Center, Portsmouth, NH

February – May 2011

Service Learner

- Worked with adults ages 18+ with an acquired brain injury in support groups
- Encouraged residents to vocalize, write down, and interact with other members of a support group to practice communication skills

PROFESSIONAL MEMBERSHIPS

National Association of Social Workers

Paula Fraser

Objective:

To obtain a full time position which allows me to provide daily support for individuals.

Experience:

Community Partners
Dover, New Hampshire

September 2012-Present

Participant Directed Managed Service Case Manager

Provide support and work with 28 families who have an adult child with a disability, work with families to obtain Medicaid funding through Department of Health and Human Services in New Hampshire, assist families with maintaining their funding during the fiscal year, support families with accessing their funds in accordance to the PDMS regulations and Medicaid guidelines, help families to find staff to work with their child in the community, connect with Vocational Rehabilitation to obtain employment for clients, work with New Hampshire ATECH to obtain environmental modification assistance, report to BEAS if needed, work with families to obtain help for emotional health and mediation reviews, develop goals for their child to work on throughout the year, write yearly Individual Service Agreements for clients, coordinate events for PDMS families, maintain client's files, and document information on CDT program for Medicaid billing.

Southern New Hampshire Services
Hampton Falls, New Hampshire

February 2011- September 2012

Family Worker

Conducted home visits with families from the Head Start Program, assisted parents with paper work that is required for their child to attend Head Start, developed goals with families to work on throughout the school year, provided parents outside resources that they may have requested or needed, organized monthly parent meetings, provided information about health and nutrition resources in the community, worked with parents to maintain their child's health and dental wellness, participated in the New Hampshire Back Pack program, document information into COPA program, worked with a Speech Pathologist and Occupational Therapist to provide services for the children at our Head Start program, attended trainings and weekly staff meetings, provided support at I.E.P. meetings, and worked with DCYF if needed.

Rockingham Community Action
Portsmouth, New Hampshire

December 2008- February 2011

Assistant Teacher/Home Visitor

Provide support to the Lead Teacher in the classroom, planned weekly education activities for students, interacted with the students in the classroom, documented case notes, family's goals, referrals, attendance and medial information in the COPA program, composed progress reports, supported parents with their child's learning abilities, completed Family Assessments with parents, and educated families about the local resources in the community.

Education:

Keene State College

May 1994 and January 1995

Keene, New Hampshire

Bachelor of Science in Education, January 1995

Associate Degree in General Education, May 1994

Technology:

Child Outcome, Planning & Administration software, Clinician's Desktop Program, Microsoft Words, and Microsoft Office

Certifications:

First Aide, Health Promotion and Seizure disorder
CPR/AED

Reference:

Available on request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Partners In Health

BUDGET PERIOD:		SFY 222/23	
		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract
Name & Title Key Administrative Personnel			Total Salary Amount Paid by Contract
Brian Collins- Executive Director		\$246,552	0.00%
Suzanne Bagdasarian- CFO		\$130,000	0.00%
Kristina Elliott- Director of Family Support		\$55,000	1.00%
Paula Fraser - Partners In Health Family Support Coordinator		\$41,152	35.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$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)			\$14,953.20

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



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

53 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,670

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYHC) and their families. The Contractors will assist families with CYHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", written in a cursive style.

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
		Subtotal		\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
		Subtotal		\$156,664

Attachment A
Financial Details

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health
2. Lakes Region Community Services
3. Community Crossroads
4. VNA Home Health & Hospice Services, Inc.
5. Community Partners
6. Gateways Community Services
7. Monadnock Developmental Services, Inc.
8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support &
Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator &
Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-

3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH
Family Voices

5. Donna Walker, Financial Administrator III,
DBH (attending Cost review-only)

6. _____

7. _____

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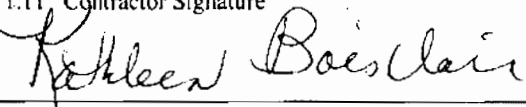
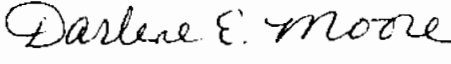
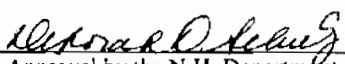
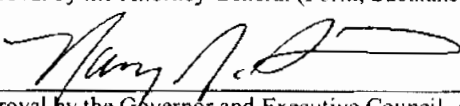
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-02)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$180,682
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of New Hampshire, County of Strafford On <u>May 20, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public My Commission Expires April 8, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deborah P. Schetz, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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 Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region IX as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall ensure the PIH Family Support Coordinator (FSC) provides intake and eligibility determination services including, but not limited to:
 - 2.3.1. Collaborating closely with the Department Care Coordinators, local health care offices and specialty hospitals to ensure timely referrals for children in their care.



- 2.3.2. Facilitating meetings with parents and/or families and young adults upon receiving a referral or request from the family at locations and times that are convenient for them in order to:
 - 2.3.2.1. Listen to their needs.
 - 2.3.2.2. Review eligibility.
 - 2.3.2.3. Review PIH programs and services.
- 2.3.3. Collaborating with other service providers to assist families with accessing services and avoiding duplication including, but not limited to:
 - 2.3.3.1. Schools.
 - 2.3.3.2. Medical providers.
 - 2.3.3.3. State benefit programs.
 - 2.3.3.4. Local community agencies.
 - 2.3.3.5. Child Health Services at Manchester Community Health Center (MCHC).
- 2.3.4. Participating in special education meetings.
- 2.3.5. Attending medical appointments.
- 2.3.6. Completing paperwork.
- 2.3.7. Attending eligibility meetings with the Department.
- 2.3.8. Reviewing the family's strengths, needs and goals.
- 2.4. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care;
 - 2.5.2. Strengths-based assessment and planning;
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.6. The Contractor shall ensure services provided by the FSC reflect evidence-based practices and the families' goals by:
 - 2.6.1. Promoting the PIH Program and working to identify children with chronic health conditions.



- 2.6.2. Acting as the referral and intake resource for PIH Program.
- 2.6.3. Meeting with families to help them identify needs and develop an action plan with SMART goals.
- 2.6.4. Informing families of their rights with regard to PIH and Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 2.6.5. Ensuring interpreters are available to families, as needed.
- 2.6.6. Assisting families with identifying natural and other supports.
- 2.6.7. Providing direct assistance with accessing resources as needed, which may include but is not limited to Medicaid.
- 2.6.8. Allocating flex funds, as appropriate, and reporting balances to the Family Council on a monthly basis.
- 2.6.9. Acting as liaison between the regional PIH Family Council and Community Partners.
- 2.6.10. Collaborating with students, families and schools on educational and healthcare transition planning.
- 2.6.11. Assisting families with transitioning to adult services that include, but are not limited to:
 - 2.6.11.1. Assistance with Medicaid applications for young adults as they age out of Children's Medicaid;
 - 2.6.11.2. Providing information on school transition for students, families and schools; and
 - 2.6.11.3. Training on the guardianship process.
- 2.6.12. Collaborating with the PIH Family Council to assist with:
 - 2.6.12.1. Recruitment.
 - 2.6.12.2. Facilitation of monthly council meetings.
 - 2.6.12.3. Planning initiatives.
- 2.7. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.8. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.9. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development which includes, but is not limited to advocating for families regarding:



- 2.9.1. Access to services or benefits.
- 2.9.2. Assistance with school meetings.
- 2.9.3. Access to health care.
- 2.9.4. Attendance at a variety of educational and training opportunities and conferences.
- 2.10. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.11. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
 - 2.11.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.11.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.11.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.11.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.11.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.11.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
 - 2.11.7. Practitioners work with families to mobilize formal and informal resources to support family development.
 - 2.11.8. Programs are flexible and continually responsive to emerging family and community issues.
 - 2.11.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.12. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.13. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall:
 - 2.13.1. Ensure the PIH Family Council and the Community Partners' Family Advisory Council meet to plan events and workshops.



- 2.13.2. Ensure the FSC attends the Community Partner's Family Advisory Council meeting regularly to share information on program activities.
- 2.13.3. Maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
 - 2.13.3.1. Child health services.
 - 2.13.3.2. Early supports and services providers.
 - 2.13.3.3. Parent information centers.
 - 2.13.3.4. State benefit programs.
 - 2.13.3.5. Local schools.
 - 2.13.3.6. Local hospitals and medical providers.
 - 2.13.3.7. Local town and state governments.
- 2.13.4. The FSC attends the Strafford County Prevention Board, which is a collaboration of Strafford County agencies that share information, workshops and resources.
- 2.14. The Contractor shall ensure the PIH Family Council:
 - 2.14.1. Maintains a membership of at least five (5) members who are, or have been, young adults or family members with a chronic health condition eligible for the PIH program.
 - 2.14.2. Endeavors to be representative across geographic, age, ethnicity and chronic health categories.
 - 2.14.3. Adopts internal by-laws to determine membership, terms of office, recruitment and policies regarding flex fund allocations.
 - 2.14.4. Collaborates with the FSC to develop an annual action plan with measurable goals that reflects the needs of families in Strafford County.
 - 2.14.5. Collaborates with the regional Family Support Advisory Council and other organizations to coordinate:
 - 2.14.5.1. At least five (5) annual family activities.
 - 2.14.5.2. Services provided to families.
 - 2.14.5.3. Fund raising.
 - 2.14.6. Participates in Council leadership.
 - 2.14.7. Attends, the Contractor's annual Board of Directors meeting to provide updates on Council and program activities, ensuring that PIH is incorporated into agency strategic planning.



- 2.14.8. Promotes the mission of the PIH program at medical, educational and community organizations.
- 2.14.9. Recruits additional active members, keeping membership to five (5) parents and any additional "Friends of Council".
- 2.14.10. Develops a vision and goals on an annual basis.
- 2.15. The Contractor shall ensure the FSC, with the support of the Council, accomplishes the following:
 - 2.15.1. Coordination with the Department and Other State Projects.
 - 2.15.2. Development of an action plan with 100% families at intake, based on the family and child's needs as identified by the family, as evidenced in family files.
 - 2.15.3. Dissemination of the Department's Satisfaction Survey results upon release to the PIH Family Council, Family Support Council and Contractor's Board of Directors.
 - 2.15.4. Attendance of weekly Family Support team meetings.
- 2.16. The Contractor shall ensure the FSC has access to 100% of appropriate trainings provided by the Contractor including, but not limited to Cultural Competency in Relias and access to training/continuing education scholarships.
- 2.17. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils on topics that include, but are not limited to:
 - 2.17.1. Accessing benefits.
 - 2.17.2. Respite.
 - 2.17.3. Campership and other recreational opportunities.
 - 2.17.4. Environmental modifications.
 - 2.17.5. Parent and teen events.
 - 2.17.6. The annual Family Support and Caregivers conferences.
 - 2.17.7. Annual transition workshop.
 - 2.17.8. Biannual teen events with parent education, education advocacy and education about guardianship, benefits and STABLE accounts.
- 2.18. The Contractor shall ensure the FSC communicates with families regarding training opportunities through the use of:
 - 2.18.1. Event calendar for workshops.
 - 2.18.2. PIH Family Facebook page.



- 2.18.3. Quarterly newsletters.
- 2.18.4. Flyers.
- 2.19. The Contractor shall collaborate with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure the FSC:
 - 2.19.1. Provides information on how to access resources about conditions, rights, services, supports, and community programs.
 - 2.19.2. Attends appointments with health care providers.
 - 2.19.3. Attends school meetings to provide support and clarification of school's responsibilities.
 - 2.19.4. Assists students with transition planning and accessing appropriate supports that may include, but are not limited to:
 - 2.19.4.1. Changing to adult health care providers.
 - 2.19.4.2. Accessing a disability resource center at college.
 - 2.19.4.3. Applying for adult benefits.
 - 2.19.5. Provides a Transition Readiness Assessment Questionnaire to families when their children reach thirteen (13) years of age.
 - 2.19.6. Assists families in accessing appropriate training and/or education regarding their child's chronic health condition.
- 2.20. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.21. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.21.1. Biennial Department Survey.
 - 2.21.2. Biennial PIH Audit.
 - 2.21.3. Contract Compliance Reviews.
- 2.22. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.23. The Contractor shall participate in evaluation activities including, but not limited to:



- 2.23.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
- 2.23.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.23.3. Ensuring the FSC participates in audits with the Department and the PIH Program Manager.
- 2.23.4. Complying with all of the standards set by the Department regarding reporting, documentation and use of database designed by Department.
- 2.23.5. Ensuring the FSC works with the internal QI and meets with the QI director to review all documents and quality of programs.
- 2.23.6. Ensuring recommendations resulting from Department surveys are implemented and the program is updated as needed.
- 2.23.7. Utilizing a process with the Quality Improvement Department and DHHS to hear and resolve complaints.
- 2.24. The Contractor shall make the following trainings available to the FSC:
 - 2.24.1. A Strengthening Families Summit.
 - 2.24.2. Youth Mental Health First Aid USA.
 - 2.24.3. Adult Mental Health First Aid USA.
 - 2.24.4. Standards of Quality for Family Strengthening and Support.
- 2.25. The Contractor shall ensure the FSC:
 - 2.25.1. Maintains database of families enrolled in program.
 - 2.25.2. Maintains all client records according to PIH standards.
 - 2.25.3. Completes required monthly PIH and Medicaid reports.
 - 2.25.4. Submits necessary reports with the Department, as requested.
 - 2.25.5. Submits required monthly and yearly program reports.

3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
 - 3.2.1. Participates in quarterly meetings with the Department;
 - 3.2.2. Provides supervision to the FSC; and



- 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
 - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department's Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
 - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
 - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
 - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
 - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities do not comply with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.7.1. Program needs.
 - 3.7.2. The individual's experience.
 - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
 - 3.8.1. PIH staff orientation.
 - 3.8.2. Database training.
 - 3.8.3. LAS Meetings, at least quarterly.
 - 3.8.4. FSC supervision meetings, at least monthly.
 - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.



- 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure LAS and FSC receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
 - 3.9.1. Family Centeredness.
 - 3.9.2. Family Strengthening.
 - 3.9.3. Embracing Diversity.
 - 3.9.4. Community Building.
 - 3.9.5. Evaluation.

4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 5.1.2. Assisting families with accessing an array of private funding which may include, but not be limited to applying for:
 - 5.1.2.1. Individual grants.
 - 5.1.2.2. Scholarships.



- 5.1.2.3. Community donations.
- 5.1.2.4. Fundraising.
- 5.1.3. Applying for funds and grants to assist families which may include, but not be limited to:
 - 5.1.3.1. Community Block Development Grant funds for rental assistance.
 - 5.1.3.2. Liberty Mutual Foundation respite grant.
 - 5.1.3.3. Agnes Lindsay campership funds.
 - 5.1.3.4. The NH Charitable Foundation.
- 5.2. The Contractor shall provide outreach and public relations efforts throughout the county to educate health providers about supports and services available through PIH.
- 5.3. The Contractor shall recruit family members and community members to ensure the Family Council remains strong and active.

6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty-five (65) families per State Fiscal Year.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services												
Contractor Name: Community Partners												
Budget Request for Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions												
Budget Period: July 1, 2019-June 30, 2020 (SFY20)												
Line Item	Total Program Cost			Contracted Rates (March)			Funding by Other Contract Lines					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. 1000 Salary/Wages	\$ 25,740.00	\$ 5,371.48	\$ 31,111.48	\$ 27,136.41	\$ 5,438.07	\$ 32,574.48	\$ 12,610.70	\$ 1,103.21	\$ 13,713.91	\$ 13,713.91	\$ -	\$ 13,713.91
2. Employee Benefits	\$ 9,775.42	\$ 1,714.50	\$ 11,489.92	\$ 10,026.22	\$ 1,778.56	\$ 11,804.78	\$ 4,953.14	\$ 433.24	\$ 5,386.38	\$ 5,386.38	\$ -	\$ 5,386.38
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchased Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ 225.00	\$ 25.00	\$ 250.00	\$ 250.00	\$ -	\$ 250.00
14. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. General Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontracting/Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other Contract Expenses for Partners	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 46,826.22	\$ 8,331.38	\$ 55,157.60	\$ 47,164.38	\$ 8,654.22	\$ 55,818.60	\$ 38,663.84	\$ 1,677.16	\$ 40,341.00	\$ 40,341.00	\$ -	\$ 40,341.00
Indirect As A Percent of Direct 10.3%												

New Hampshire Department of Health and Human Services												
Contractor Name: Community Partners												
Budget Request for (Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions)												
Budget Period: July 1, 2020-June 30, 2021 (3FY21)												
Line Item	Total Program Cost			Contractor Salary/Benefit			Funded by 2020-2021 State			Funded by 2020-2021 State		
	Amount	Percent	Year	Amount	Percent	Year	Amount	Percent	Year	Amount	Percent	Year
1. Total Health Services	\$ 40,520.00	3.683%	\$ 44,781.32	\$ 27,538.55	2.520%	\$ 30,436.46	\$ 12,810.68	1.121%	\$ 13,743.73	\$ 13,743.73	1.121%	\$ 13,743.73
2. Employee Salaries	\$ 19,454.57	1.748%	\$ 21,407.51	\$ 14,402.00	1.294%	\$ 15,311.42	\$ 6,853.12	0.591%	\$ 7,261.67	\$ 7,261.67	0.591%	\$ 7,261.67
3. Consultants	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
4. Equipment	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
5. Rental	\$ -	-	\$ 100.00	\$ 100.00	0.001%	\$ 100.00	\$ 100.00	0.001%	\$ 100.00	\$ 100.00	0.001%	\$ 100.00
6. Major and Minor Repairs	\$ -	-	\$ 200.00	\$ 200.00	0.000%	\$ 200.00	\$ 200.00	0.000%	\$ 200.00	\$ 200.00	0.000%	\$ 200.00
7. Supplies	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
8. Information	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
9. Other	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
10. Pharmacy	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
11. Medical	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
12. Office	\$ 200.00	0.002%	\$ 225.00	\$ 225.00	0.002%	\$ 225.00	\$ 225.00	0.002%	\$ 225.00	\$ 225.00	0.002%	\$ 225.00
13. Travel	\$ 1,000.00	0.009%	\$ 1,000.00	\$ 1,000.00	0.009%	\$ 1,000.00	\$ 1,000.00	0.009%	\$ 1,000.00	\$ 1,000.00	0.009%	\$ 1,000.00
14. Occupancy	\$ -	-	\$ 2,040.00	\$ 2,040.00	0.018%	\$ 2,040.00	\$ 2,040.00	0.018%	\$ 2,040.00	\$ 2,040.00	0.018%	\$ 2,040.00
15. Unrelated Expenses	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
16. Telephone	\$ 111.90	0.001%	\$ 111.90	\$ 111.90	0.001%	\$ 111.90	\$ 111.90	0.001%	\$ 111.90	\$ 111.90	0.001%	\$ 111.90
17. Postage	\$ -	-	\$ 20.00	\$ 20.00	0.000%	\$ 20.00	\$ 20.00	0.000%	\$ 20.00	\$ 20.00	0.000%	\$ 20.00
18. Insurance	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
19. Audit and Legal	\$ -	-	\$ 300.00	\$ 300.00	0.003%	\$ 300.00	\$ 300.00	0.003%	\$ 300.00	\$ 300.00	0.003%	\$ 300.00
20. Insurance	\$ -	-	\$ 400.00	\$ 400.00	0.004%	\$ 400.00	\$ 400.00	0.004%	\$ 400.00	\$ 400.00	0.004%	\$ 400.00
21. Other Expenses	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
22. Subcontractors	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
23. Materials, Construction	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
24. Staff Education and Training	\$ 200.00	0.002%	\$ 200.00	\$ 200.00	0.002%	\$ 200.00	\$ 200.00	0.002%	\$ 200.00	\$ 200.00	0.002%	\$ 200.00
25. Subcontract Agreements	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
26. Other (PH Fee Funds for Services)	\$ 20,000.00	0.181%	\$ 20,000.00	\$ 20,000.00	0.181%	\$ 20,000.00	\$ 20,000.00	0.181%	\$ 20,000.00	\$ 20,000.00	0.181%	\$ 20,000.00
TOTAL	\$ 62,612.02	5.679%	\$ 66,459.82	\$ 43,340.25	3.908%	\$ 46,146.82	\$ 18,963.76	1.657%	\$ 20,000.00	\$ 20,000.00	1.657%	\$ 20,000.00

Indirect As A Percent of Direct



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

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

1.2. Section 10, Termination, is amended by adding the following language:

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

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

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

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

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

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

5/20/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Behavioral Health and Developmental Services of Strafford
County, Inc. dba Community Partners

5/20/19
Date


Name: Kathleen Boisclair
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

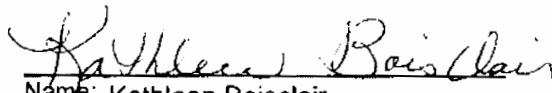
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Behavioral Health and Developmental Services of Strafford
County, Inc. dba Community Partners

5/20/19
Date


Name: Kathleen Boisclair
Title: President



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations,
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials K.B.

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

Date 5/22/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Behavioral Health and Developmental Services of Strafford
County, Inc. dba Community Partners

5/20/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Vendor Initials K.B.

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

Date 5/20/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners

5/20/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Deborah D. Schetz
Signature of Authorized Representative

Deborah D. Schetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-23-19
Date

Behavioral Health and Developmental Services of Strafford
County, Inc. dba Community Partners

Name of the Vendor

Kathleen Boisclair
Signature of Authorized Representative

Kathleen Boisclair
Name of Authorized Representative

President
Title of Authorized Representative

5/20/19
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 Vendor 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 Vendor 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.

Vendor Name: Behavioral Health and Developmental Services of Strafford
County, Inc. dba Community Partners

5/20/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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



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 Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$356,664.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool.
The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination;
 - 2.1.1.2. Review, assess, and update needs assessments with each family or youth, biannually and more often as needed;
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.26, to read:
 - 2.26. The Contractor shall maintain a minimum caseload of sixty (60) individuals per state fiscal year.

5. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1, to read:
 - 4.1 The Contractor shall provide quarterly reports that include, but are not limited to:
 - 4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.
 - 4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.
 - 4.1.3. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who identified a minimum of one (1) TRAQ goal.
 - 4.1.4. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who met a minimum of one (1) of the previous year's TRAQ goals.
6. Modify Exhibit A, Scope of Services, Section 4, Reporting, by adding Subsection 4.3, to read:
 - 4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:
 - 4.3.1. Factors that contributed to the non-compliance;
 - 4.3.2. The proposed plan to correct the noncompliance issues;
 - 4.3.3. Personnel responsible for implementing the corrective plan; and
 - 4.3.4. Plan to mitigate noncompliance issues in the future.
7. Modify Exhibit A, Scope of Services, Section 6, Deliverables, to read:
 6. Performance Measures
 - 6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.
 - 6.2. The Contractor shall ensure 70% of young adults ages fourteen (14) years and older and/or their family caregiver meet at least one of the previous year's transition goals.
 - 6.3. The Contractor shall ensure 85% of the Department approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.
8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #1 Budget.
9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:
 5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis..
10. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-4, Amendment #1 Budget, which is attached hereto and incorporated by reference

herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/14/2021

Date

DocuSigned by:
Deborah D. Scheetz

Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

Area Agency of Greater Nashua, Inc. d/b/a Gateways
Community Services

6/14/2021

Date

DocuSigned by:
Sandy Pelletier

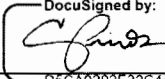
Name: Sandy Pelletier
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name Area Agency of Greater Nashua, Inc. DBA Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,349.00	\$ 4,726.00	\$ 37,075.00	\$ 18,204.00	\$ 4,726.00	\$ 22,930.00	\$ 14,145.00	\$ -	\$ 14,145.00
2. Employee Benefits	\$ 12,898.00	\$ 1,890.00	\$ 14,788.00	\$ 7,947.00	\$ 1,890.00	\$ 9,837.00	\$ 4,951.00	\$ -	\$ 4,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 575.00	\$ -	\$ 575.00	\$ 505.00	\$ -	\$ 505.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex fu	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 69,022.00	\$ 10,587.00	\$ 79,609.00	\$ 29,856.00	\$ 10,587.00	\$ 40,443.00	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

15.3%

Exhibit B-4, Amendment #4 Budget

New Hampshire Department of Health and Human Services

Contractor name: Area Agency of Greater Nashua, Inc. DBA Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,349.00	\$ 4,726.00	\$ 37,075.00	\$ 18,204.00	\$ 4,726.00	\$ 22,930.00	\$ 14,145.00	\$ -	\$ 14,145.00
2. Employee Benefits	\$ 12,898.00	\$ 1,890.00	\$ 14,788.00	\$ 7,947.00	\$ 1,890.00	\$ 9,837.00	\$ 4,951.00	\$ -	\$ 4,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 575.00	\$ -	\$ 575.00	\$ 505.00	\$ -	\$ 505.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex Fur	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 69,022.00	\$ 10,587.00	\$ 79,609.00	\$ 29,856.00	\$ 10,587.00	\$ 40,443.00	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

15.3%

State of New Hampshire

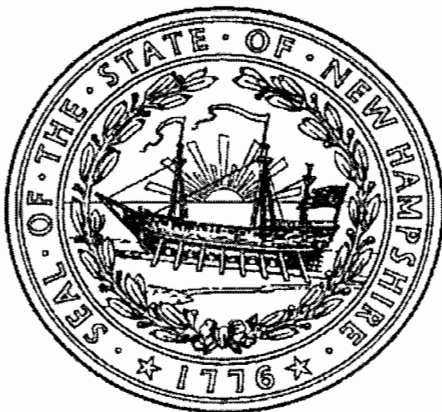
Department of State

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: **0005369104**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2021.

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

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 February 24, 2021 :
(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 10 day of June, 2021.
(Date Contract Signed)

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

of the Agency.



(Signature of the Elected Officer)

STATE OF _____

County of _____

The forgoing instrument was acknowledged before me this _____ day of _____, 20____,

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

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/04/2021

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Philadelphia Insurance Company	
		INSURER B : Granite State Healthcare & Human Svc WC	
		INSURER C : Midwest Employers Casualty Company	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER		PHPK2151193	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2151193	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10K ☐ CLAIMS-MADE		PHUB728650	07/01/2020	07/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HCHS20210000391	02/01/2021	02/01/2022	☒ 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	Professional Liability		PHPK2151193	07/01/2020	07/01/2021	\$1,000,000 Ea. Incident \$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.

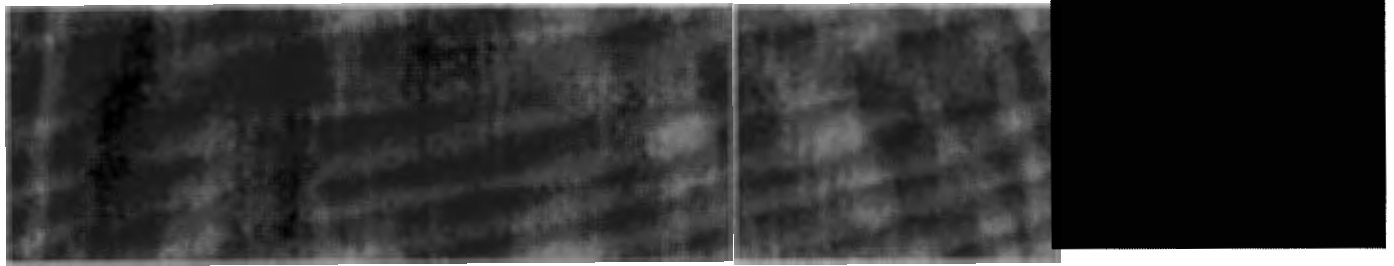
The certificate holder is included as additional insured with respect to CGL as required by written contract.

CERTIFICATE HOLDER State of NH, Dept of Health and Human Services Bureau of Elderly and dult Services 129 Pleasant Street Concord, NH 03301-3857	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



Mission

Gateways Community Services 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.



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report





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, 2020 and 2019, 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.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.
Page 2

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, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. GAAP.

Restatement

As described in Note 1, the accompanying 2019 consolidated financial statements have been restated to properly recognize the Organization's interest in a 457(b) deferred compensation plan established for its eligible employees. Our opinion is not modified with respect to this matter.

Other Matter

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 16, 2020

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

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>2020</u>	(As Restated) <u>2019</u>
ASSETS		
Current assets		
Cash	\$ 6,195,754	\$ 3,399,512
Client accounts	604,024	454,977
Accounts receivable, net of allowance for doubtful accounts of \$73,873 and \$59,310 in 2020 and 2019, respectively	4,313,749	2,776,103
Veterans accounts receivable, net of allowance for doubtful accounts of \$42,006 and \$27,227 in 2020 and 2019, respectively	2,288,665	2,058,108
Prepaid expenses and other current assets	<u>119,529</u>	<u>156,105</u>
Total current assets	13,521,721	8,844,805
Property and equipment, net	2,090,955	2,200,976
Deposits	72,917	111,417
Deferred compensation	971,232	910,811
Beneficial interest in an agency fund	<u>38,796</u>	<u>39,125</u>
Total assets	<u>\$ 16,695,621</u>	<u>\$ 11,196,323</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 1,221,001	\$ 102,070
Accounts payable	3,453,796	2,325,441
Accrued expenses and other current liabilities	1,366,373	1,323,788
Deferred revenue	1,223,196	1,472,655
Client accounts	<u>604,024</u>	<u>454,977</u>
Total current liabilities	7,868,390	5,678,931
Deferred compensation	971,232	910,811
Long-term debt, net of current portion	<u>1,581,933</u>	<u>309,256</u>
Total liabilities	<u>9,450,323</u>	<u>5,988,187</u>
Net assets		
Without donor restrictions	5,809,879	5,160,226
With donor restrictions	<u>464,187</u>	<u>47,910</u>
Total net assets	<u>6,274,066</u>	<u>5,208,136</u>
Total liabilities and net assets	<u>\$ 16,695,621</u>	<u>\$ 11,196,323</u>

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, 2020
(With Comparative Totals for the Year Ended June 30, 2019)**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>	<u>2019 Total</u>
Revenue and support				
Medicaid	\$ 47,724,036	\$ -	\$ 47,724,036	\$ 44,984,317
New Hampshire Department of Developmental Services	1,364,190	-	1,364,190	1,372,853
Veterans individual program service	2,859,818	-	2,859,818	3,155,719
Long-term care stabilization funds	1,252,200	-	1,252,200	-
Contributions and grants	948,589	131,667	1,080,256	1,135,319
Client fees	219,326	-	219,326	206,890
Adult day service program	105,599	-	105,599	150,725
Rental income	48,537	-	48,537	47,122
Other revenues	349,497	319,015	668,512	321,458
The PLUS Company, Inc. services	122,003	-	122,003	122,004
United Way	12,101	-	12,101	12,273
Third party insurance	1,393,569	-	1,393,569	2,000,487
Production sales and service	105,749	-	105,749	138,986
Net assets released from restrictions	<u>34,405</u>	<u>(34,405)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>56,539,619</u>	<u>416,277</u>	<u>56,955,896</u>	<u>53,648,153</u>
Operating expenses				
Program services				
Adult services	43,301,889	-	43,301,889	40,060,017
Children services	4,558,414	-	4,558,414	4,806,777
Elder services	<u>4,659,069</u>	<u>-</u>	<u>4,659,069</u>	<u>5,084,815</u>
Total program services	<u>52,519,372</u>	<u>-</u>	<u>52,519,372</u>	<u>49,951,609</u>
Supporting services				
General management	3,210,272	-	3,210,272	3,152,854
Fundraising	<u>160,322</u>	<u>-</u>	<u>160,322</u>	<u>227,863</u>
Total supporting services	<u>3,370,594</u>	<u>-</u>	<u>3,370,594</u>	<u>3,380,717</u>
Total operating expenses	<u>55,889,966</u>	<u>-</u>	<u>55,889,966</u>	<u>53,332,326</u>
Change in net assets	649,653	416,277	1,065,930	315,827
Net assets, beginning of year	<u>5,160,226</u>	<u>47,910</u>	<u>5,208,136</u>	<u>4,892,309</u>
Net assets, end of year	<u>\$ 5,809,879</u>	<u>\$ 464,187</u>	<u>\$ 6,274,066</u>	<u>\$ 5,208,136</u>

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, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and support			
Medicaid	\$44,984,317	\$ -	\$44,984,317
New Hampshire Department of Developmental Service	1,372,853	-	1,372,853
Veterans individual service program	3,155,719	-	3,155,719
Contributions and grants	1,091,565	43,754	1,135,319
Client fees	206,890	-	206,890
Adult day service program	150,725	-	150,725
Rental income	47,122	-	47,122
Other revenues	321,458	-	321,458
The PLUS Company, Inc. services	122,004	-	122,004
United Way	12,273	-	12,273
Third party insurance	2,000,487	-	2,000,487
Production sales and service	138,986	-	138,986
Net assets released from restrictions	<u>13,539</u>	<u>(13,539)</u>	<u>-</u>
Total revenue and support	<u>53,617,938</u>	<u>30,215</u>	<u>53,648,153</u>
Operating expenses			
Program services			
Adult services	40,060,017	-	40,060,017
Children services	4,806,777	-	4,806,777
Elder services	<u>5,084,815</u>	<u>-</u>	<u>5,084,815</u>
Total program services	<u>49,951,609</u>	<u>-</u>	<u>49,951,609</u>
Supporting services			
General management	3,152,854	-	3,152,854
Fundraising	<u>227,863</u>	<u>-</u>	<u>227,863</u>
Total supporting services	<u>3,380,717</u>	<u>-</u>	<u>3,380,717</u>
Total operating expenses	<u>53,332,326</u>	<u>-</u>	<u>53,332,326</u>
Change in net assets	285,612	30,215	315,827
Net assets, beginning of year	<u>4,874,614</u>	<u>17,695</u>	<u>4,892,309</u>
Net assets, end of year	<u>\$ 5,160,226</u>	<u>\$ 47,910</u>	<u>\$ 5,208,136</u>

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, 2020

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total
Medicaid	\$ -	\$ -	\$ 44,406,997	\$ 2,248,149	\$ 1,068,890	\$ 47,724,036	\$ -	\$ -	\$ 47,724,036
New Hampshire Department of Developmental Services	-	-	569,640	794,550	-	1,364,190	-	-	1,364,190
Veterans individual service program	-	-	-	-	2,859,818	2,859,818	-	-	2,859,818
Long-term care stabilization funds	-	-	1,206,300	24,750	21,150	1,252,200	-	-	1,252,200
Contributions and grants	8,400	178,660	31,435	67,563	794,198	1,080,256	-	-	1,080,256
Client fees	-	-	198,113	-	-	198,113	21,213	-	219,326
Adult day service program	-	-	-	-	105,599	105,599	-	-	105,599
Rental income	-	-	48,537	-	-	48,537	397,788	(397,788)	48,537
Other revenues	27,912	-	469,744	144,543	26,290	668,489	23	-	668,512
The PLUS Company, Inc. service	120,265	13	1,254	379	92	122,003	-	-	122,003
United Way	-	-	1,440	-	10,661	12,101	-	-	12,101
Third party insurance	-	-	-	1,393,569	-	1,393,569	-	-	1,393,569
Production sales and service	33,570	-	6,594	65,585	-	105,749	-	-	105,749
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	<u>\$ 190,147</u>	<u>\$ 178,673</u>	<u>\$ 47,017,592</u>	<u>\$ 4,739,088</u>	<u>\$ 4,886,698</u>	<u>\$ 57,012,198</u>	<u>\$ 419,024</u>	<u>\$ (475,326)</u>	<u>\$ 56,955,896</u>

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, 2019

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total
Medicaid	\$ -	\$ -	\$ 41,832,970	\$ 2,135,903	\$ 1,015,444	\$ 44,984,317	\$ -	\$ -	\$ 44,984,317
New Hampshire Department of Developmental Services	-	-	571,231	801,622	-	1,372,853	-	-	1,372,853
Veterans individual service program	-	-	-	-	3,155,719	3,155,719	-	-	3,155,719
Contributions and grants	-	114,074	22,390	71,051	927,804	1,135,319	-	-	1,135,319
Client fees	-	-	189,509	-	-	189,509	17,381	-	206,890
Adult day service program	-	-	-	-	150,725	150,725	-	-	150,725
Rental income	-	-	47,122	-	-	47,122	409,788	(409,788)	47,122
Other revenues	32,672	847	158,571	93,415	35,926	321,431	27	-	321,458
The PLUS Company, Inc. services	120,250	18	1,278	375	83	122,004	-	-	122,004
United Way	-	-	1,109	-	11,164	12,273	-	-	12,273
Third party insurance	-	-	-	2,000,487	-	2,000,487	-	-	2,000,487
Production sales and service	30,210	-	30,303	78,473	-	138,986	-	-	138,986
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	<u>\$ 183,132</u>	<u>\$ 114,939</u>	<u>\$ 42,932,021</u>	<u>\$ 5,181,326</u>	<u>\$ 5,296,865</u>	<u>\$ 53,708,283</u>	<u>\$ 427,196</u>	<u>\$ (487,326)</u>	<u>\$ 53,648,153</u>

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, 2020

	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	\$ 1,715,652	\$ 92,004	\$ 3,239,749	\$ 2,570,670	\$ 2,938,347	\$ 10,556,422	\$ -	\$ -	\$ 10,556,422
Long-term care stabilization funds	-	-	43,800	24,750	21,150	89,700	-	-	89,700
Contract staff	4,338	-	7,284	-	-	11,622	7,236	-	18,858
Employee benefits	591,466	29,077	796,026	694,213	308,531	2,419,313	-	-	2,419,313
Payroll taxes	125,956	7,320	244,962	196,758	224,947	799,943	-	-	799,943
Total payroll and related expenses	<u>2,437,412</u>	<u>128,401</u>	<u>4,331,821</u>	<u>3,486,391</u>	<u>3,492,975</u>	<u>13,877,000</u>	<u>7,236</u>	<u>-</u>	<u>13,884,236</u>
Other expenses									
Client treatment services	-	-	4,010,911	619,395	607,368	5,237,674	-	-	5,237,674
Long-term care stabilization funds paid to subcontractors	-	-	1,162,500	-	-	1,162,500	-	-	1,162,500
Professional fees	382,872	1,242	580,633	97,406	401,028	1,463,181	-	-	1,463,181
Staff development and training	32,029	1,414	31,568	9,991	1,962	76,964	-	-	76,964
Rent and mortgage interest	133,321	1,433	392,296	128,044	9,861	664,955	10,421	(397,788)	277,588
Other occupancy costs	-	-	-	-	-	-	26,942	-	26,942
Utilities	4,542	230	21,472	22,933	1,580	50,757	1,095	-	51,852
Repairs and maintenance	6,936	351	91,764	48,267	2,413	149,731	184,562	(77,538)	256,755
Office, building and household	64,887	1,038	32,727	22,822	9,675	131,149	-	-	131,149
Equipment rental	7,976	362	33,825	10,209	4,036	56,408	-	-	56,408
Advertising	2,441	2,190	7,125	5,242	1,733	18,731	-	-	18,731
Communications	9,020	194	21,911	11,938	7,931	50,994	-	-	50,994
Transportation	4,624	14	126,898	27,635	22,348	181,519	114	-	181,633
Insurance	19,852	233	21,768	6,903	1,994	50,750	14,126	-	64,876
Other	105,276	23,262	81,198	47,324	100,494	357,554	124	-	357,678
Subcontractor	-	-	32,405,488	15,181	-	32,420,669	-	-	32,420,669
Total other expenses	<u>773,776</u>	<u>31,963</u>	<u>39,022,084</u>	<u>1,073,290</u>	<u>1,172,423</u>	<u>42,073,536</u>	<u>237,384</u>	<u>(475,326)</u>	<u>41,835,594</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	3,211,188	160,364	43,353,905	4,559,681	4,665,398	55,950,536	244,620	(475,326)	55,719,830
Depreciation	4,537	230	21,735	6,473	1,578	34,553	135,583	-	170,136
Area Agency Properties expense allocation	21,793	1,087	294,782	30,936	31,605	380,203	(380,203)	-	-
Elimination allocation	<u>(27,246)</u>	<u>(1,359)</u>	<u>(368,533)</u>	<u>(38,676)</u>	<u>(39,512)</u>	<u>(475,326)</u>	<u>-</u>	<u>475,326</u>	<u>-</u>
Total operating expenses	<u>\$ 3,210,272</u>	<u>\$ 160,322</u>	<u>\$ 43,301,889</u>	<u>\$ 4,558,414</u>	<u>\$ 4,659,069</u>	<u>\$ 55,889,966</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,889,966</u>

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, 2019

	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	\$ 1,702,851	\$ 109,780	\$ 3,095,626	\$ 2,837,664	\$ 3,253,447	\$ 10,999,368	\$ -	\$ -	\$ 10,999,368
Contract staff	30,988	-	21,480	-	-	52,468	7,236	-	59,704
Employee benefits	486,486	28,664	615,455	614,663	252,331	1,997,599	-	-	1,997,599
Payroll taxes	114,120	8,239	231,017	212,620	247,593	813,589	-	-	813,589
Total payroll and related expenses	<u>2,334,445</u>	<u>146,683</u>	<u>3,963,578</u>	<u>3,664,947</u>	<u>3,753,371</u>	<u>13,863,024</u>	<u>7,236</u>	<u>-</u>	<u>13,870,260</u>
Other expenses									
Client treatment services	400	-	3,873,606	628,960	720,711	5,223,677	-	-	5,223,677
Professional fees	476,210	17,246	478,734	98,716	448,192	1,519,098	-	-	1,519,098
Staff development and training	46,154	4,804	67,973	13,570	4,338	136,839	-	-	136,839
Rent and mortgage interest	22,138	1,600	371,494	142,891	96,715	634,838	16,988	(409,788)	242,038
Other occupancy costs	-	-	-	-	-	-	28,681	-	28,681
Utilities	4,929	356	25,207	30,330	1,633	62,455	4,887	-	67,342
Repairs and maintenance	7,342	531	123,788	50,430	2,433	184,524	168,444	(77,538)	275,430
Office, building and household	23,898	3,977	51,624	45,527	8,836	133,862	465	-	134,327
Equipment rental	8,558	552	39,029	11,448	4,027	63,614	-	-	63,614
Advertising	8,319	12,511	5,290	3,794	333	30,247	-	-	30,247
Communications	8,053	247	21,922	13,831	8,023	52,076	-	-	52,076
Transportation	7,298	22	153,170	42,191	23,041	225,722	119	-	225,841
Insurance	22,708	544	38,509	11,831	3,028	76,620	20,820	-	97,440
Other	183,539	38,861	69,876	34,611	18,894	345,781	76	-	345,857
Subcontractor	-	-	30,832,496	15,540	-	30,848,036	-	-	30,848,036
Total other expenses	<u>819,546</u>	<u>81,251</u>	<u>36,152,718</u>	<u>1,143,670</u>	<u>1,340,204</u>	<u>39,537,389</u>	<u>240,480</u>	<u>(487,326)</u>	<u>39,290,543</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	3,153,991	227,934	40,116,296	4,808,617	5,093,575	53,400,413	247,716	(487,326)	53,160,803
Depreciation	4,805	347	24,861	7,208	1,592	38,813	132,710	-	171,523
Area Agency Properties expense allocation	21,149	1,487	288,752	32,198	36,840	380,426	(380,426)	-	-
Elimination allocation	(27,091)	(1,905)	(369,892)	(41,246)	(47,192)	(487,326)	-	487,326	-
Total operating expenses	<u>\$ 3,152,854</u>	<u>\$ 227,863</u>	<u>\$40,060,017</u>	<u>\$ 4,806,777</u>	<u>\$5,084,815</u>	<u>\$ 53,332,326</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 53,332,326</u>

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, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 54,910,323	\$ 54,378,267
Cash paid to suppliers and employees	(54,501,234)	(53,099,107)
Interest received	27,581	36,779
Interest paid	(10,421)	(16,988)
Net cash provided by operating activities	<u>426,249</u>	<u>1,298,951</u>
Cash flows from investing activities		
Change in deposits	38,500	-
Acquisition of property and equipment	(60,115)	(33,458)
Net cash used by investing activities	<u>(21,615)</u>	<u>(33,458)</u>
Cash flows from financing activities		
Proceeds from long-term debt issuance	2,554,730	-
Payments on long-term debt	(163,122)	(156,555)
Net cash provided (used) by financing activities	<u>2,391,608</u>	<u>(156,555)</u>
Net increase in cash	2,796,242	1,108,938
Cash, beginning of year	<u>3,399,512</u>	<u>2,290,574</u>
Cash, end of year	<u>\$ 6,195,754</u>	<u>\$ 3,399,512</u>
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	\$ 1,065,930	\$ 315,827
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	170,136	171,523
Change in beneficial interest in an agency fund	329	(817)
Change in assets and liabilities		
(Increase) decrease in accounts receivable	(1,768,203)	853,085
Decrease (increase) in prepaid expenses and other current assets	36,576	(12,696)
Increase in accounts payable	1,128,355	15,449
Increase in accrued expenses and other current liabilities	42,585	41,955
(Decrease) in deferred revenue	(249,459)	(85,375)
Net cash provided by operating activities	<u>\$ 426,249</u>	<u>\$ 1,298,951</u>

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.**

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

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 spaces that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

U.S. generally accepted accounting principles (U.S. GAAP) requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2020 and 2019, common control existed for Properties through common board members. The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization) as required by U.S. GAAP. All material intercompany accounts and transactions have been eliminated in consolidation.

Newly Adopted Accounting Pronouncement

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

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:

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

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

All contributions are considered to be contributions without donor restrictions 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 increases in net assets with donor restrictions. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Contributions with donor restrictions whose restrictions are met in the same year as received are reflected as net assets without donor restrictions in the accompanying financial statements.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Estimates

The preparation of consolidated 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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.

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$115,879 and \$86,537 was recognized at June 30, 2020 and 2019, 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:

<u>Description</u>	<u>Estimated Lives</u>
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. Building related expenses are allocated on a square-footage basis among General Management, Fundraising and the Adult Services functions. Agency related expenses are allocated to Program, General Management and Fundraising functions based on the percentage of function direct expense to total direct expense.

Restatement

The accompanying consolidated financial statements for 2019 have been restated to properly reflect the Organization's interest in a 457(b) deferred compensation plan for its eligible employees. Total assets and total liabilities for 2019 have been increased \$910,811 to reflect the Organization's interest in the plan. There was no impact to the 2019 combined statement of activities, functional revenue and support, functional expenses or cash flows.

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

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 November 16, 2020 which is the date that the consolidated financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and a line of credit, as disclosed in Note 4.

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

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identify the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

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

	<u>2020</u>	<u>2019</u>
Cash	\$ 6,195,754	\$ 3,399,512
Accounts receivable, net	4,313,749	2,776,103
Veterans accounts receivable, net	<u>2,288,665</u>	<u>2,058,108</u>
	12,798,168	8,233,723
Less amounts not available for general expenditures:		
Net assets with donor restrictions	<u>464,187</u>	<u>47,910</u>
Financial assets available to meet general expenditures within one year	<u>\$ 12,333,981</u>	<u>\$ 8,185,813</u>

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and improvements	\$ 604,520	\$ 604,520
Buildings and building improvements	3,666,540	3,606,425
Vehicles	14,452	14,452
Equipment and furniture	<u>496,932</u>	<u>496,932</u>
	4,782,444	4,722,329
Less accumulated depreciation	<u>(2,691,489)</u>	<u>(2,521,353)</u>
	<u>\$ 2,090,955</u>	<u>\$ 2,200,976</u>

4. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (3.25% at June 30, 2020). The Organization had no outstanding balance at June 30, 2020 and 2019. The line of credit is due for renewal on February 28, 2022.

5. Long-Term Debt

Long-term debt consisted of the following:

	<u>2020</u>	<u>2019</u>
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.	\$ 121,254	\$ 160,852
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. Management repaid the loan in August 2020.	9,247	86,770
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	44,912	71,638

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.

72,791 92,066

Payroll Protection Program (PPP), two year loan to a bank borrowed in April 2020 at a fixed 1% interest rate. A portion or all of the loan is to be forgiven if the Organization meets certain requirements. Monthly principal and interest payments are to be made starting in November 2020 through maturity in 2022. Management intends to apply for forgiveness. As of June 30, 2020, the Association has not yet applied for forgiveness. This loan is unsecured.

2,554,730 -

2,802,934 411,326

Less current portion

(1,221,001) (102,070)

Long-term debt, net of current portion

\$ 1,581,933 \$ 309,256

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

2021	\$ 1,221,001
2022	1,509,618
2023	63,005
2024	9,310

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, 2020 and 2019.

6. Net Assets With Donor Restrictions

Net assets subject to use restrictions are as follows:

	<u>2020</u>	<u>2019</u>
Family support program	\$ 358,981	\$ -
Other	<u>105,206</u>	<u>47,910</u>
	<u>\$ 464,187</u>	<u>\$ 47,910</u>

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

7. Concentration of Credit Risk

For the years ended June 30, 2020 and 2019, approximately 84% of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2020 and 2019, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 50% and 45%, respectively.

8. 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, 2020 and 2019, approximately 67% and 69%, respectively, of the revenue and support generated by PLUS was subcontracted from 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, 2020 and 2019, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2020 and 2019 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 meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2020</u>	<u>2019</u>
Total assets	\$ <u>6,160,175</u>	\$ <u>4,164,388</u>
Total liabilities	\$ <u>3,578,517</u>	\$ 2,337,070
Total net assets	<u>2,581,658</u>	<u>1,827,318</u>
Total liabilities and net assets	\$ <u>6,160,175</u>	\$ <u>4,164,388</u>
Total revenue and support	\$ <u>13,604,872</u>	\$ 13,394,711
Total operating expenses	<u>12,850,532</u>	<u>13,309,965</u>
Change in net assets	\$ <u>754,340</u>	\$ <u>84,746</u>
Due to PLUS included in accounts payable	\$ <u>928,252</u>	\$ <u>456,005</u>
PLUS services support included in subcontractor expense	\$ <u>9,135,372</u>	\$ <u>9,241,399</u>

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

9. 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 \$109,778 and \$184,071 for the years ended June 30, 2020 and 2019, respectively.

The Organization has a top hat deferred compensation plan established under section 457 of the Internal Revenue Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded \$971,232 and 910,811 at June 30, 2020 and 2019, respectively, related to this plan. The related investments are segregated in a separate account and reported in the balance sheet along with the Organization's related liability to the employees.

10. 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 \$513,000 at June 30, 2020 and \$516,000 at June 30, 2019.

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, 2020 and 2019, the estimated value of the future distributions from the agency fund in the amount of \$38,796 and \$39,125, 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 2020 and 2019.

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

Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

11. Fair Value Measurements

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 an agency fund is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held in the agency fund 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. Changes in fair value of the Organization's beneficial interest in the agency fund consisted of depreciation of \$329 and appreciation of \$817 for the years ended June 30, 2020 and 2019, respectively.

12. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

June 30, 2020 and 2019

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

Under the CARES Act, as disclosed in Note 5, in April, the Organization received a PPP loan from the U.S. Small Business Association. The loan is to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balance is dependent upon compliance with this and other terms and conditions of the CARES Act. Funds used for unauthorized purposes are required to be repaid. The loan is reflected as long-term debt on the balance sheet. It is management's intent to apply for forgiveness of the loan balance. If forgiven, the loan balance will be recognized as revenue in the year forgiveness is received. Additionally, the long-term care stabilization funds in the statement of activities relate to the CARES Act.

GATEWAYS COMMUNITY SERVICES
BOARD OF DIRECTORS
Updated May 18, 2021

Mark Thornton* – Chair
Joe Gamache* – Vice Chair
Helen Honorow – Secretary
Jim Moran* – Treasurer

Leah Brokhoff
Edgar R. Carter
Bob Corcoran*
Bonnie Dunham*
Peggy Gilmour
Lucille Jordan
Jim McKenna
Rich Pietravalle*
Lauren Primmer*
Lou Primmer*
Sharron Rowlett-Moore, M.Ed., MBA
Marc Sadowsky, MD
Lisa Scheib, MD
Amy Wheeler Teas*
Jessica Wojcik

**indicates consumer*

FULMER GLORIA

EDUCATION

Webster University, St. Louis, Missouri
Master of Arts in Teaching Early Childhood Education

Webster University, St. Louis, Missouri
Master of Arts in Teaching Social Sciences

Columbia College, Columbia, Missouri
Bachelor of Science in Business Administration
Area of concentration: Management
Minor: History and American Political Systems

Endicott Junior College, Beverly, Massachusetts
Associates of Science in Retail Management

PROFESSIONAL EXPERIENCE

Gateways Community Services

2016-current

Serve as the Director of Early Supports and Services and provide service to other departments on an interim, per diem basis as needed.

Partners in Health Family Support Coordinator

2020-present

Responsible for serving children who have chronic health conditions and their families, by assisting with resources, guidance, funding, and activities. Work with the Family Council to create and fund events for families enrolled in the program. Complete all related administrative duties including service documentation and end of month reports. Responsible for budget management of State PIH and grant funds.

State of New Hampshire

2016-current

Trainer

Contracted trainer for the State of New Hampshire providing a variety of trainings for staff working in Family Centered Early Supports and Services (early intervention) programs.

Easterseals New Hampshire

Human Resource s Coordinator of Interns and Volunteers

July 2018 – current

Responsible for recruiting and coordinating student interns with appropriate program placements to fulfill students' educational requirements. Recruit, orient and coordinate volunteers with desired placements within programs meeting individual volunteer's and agency needs. Provide training in Diversity and Cultural Competence to Easterseals employees.

Director of Children's Therapeutic Services

1999-June 2018

Responsible for the oversight of a large regional early intervention program, pediatric outpatient therapy program and statewide autism services program, including staff, budgets and facility management with accountability to State and local funding agencies.

Child Development Specialist

1997-1999

Provided special instruction and service coordination to children enrolled in early intervention and their families.

FULMER GLORIA

PAGE 2

New Horizon Center, St. Louis, Missouri

Executive Director

1989-1996

Responsible for the operation of a \$900,000+ non-profit, serving individuals with developmental disabilities and their families by providing a variety of programs including early intervention, respite, residential and pre-vocational services.

United College, St. Louis, Missouri

Area Administrator

1996-1989

Responsible for the development, institution, and operation of post-secondary technical and business education programs, including credentialing and licensing, and related services such as day care, at 11 schools in St. Louis, Houston, Atlanta and Los Angeles.

Instructor

1994-1996

Provided instruction to post-secondary students in subjects related to business.

RELATED ACTIVITIES

State of New Hampshire ICC – Governor appointed member and member at large

Member of NH Public Health Association

Caregivers of Greater Derry – Past Board of Directors member and Chairperson of the personnel committee

EEIN – Past president and Treasurer

Columbia College Alumni Association – Past Vice president

AWARDS

Easterseals Manager of the Year - 2004

Easterseals President's Meritorious Award - 2002

Mindy Huckins

Professional Overview

Experience in directing programming for children and families meeting at risk criteria: Specialty training in working with individuals whom experience developmental delay and/or autism spectrum disorder. Specialized skills in operations and implementations of participant directed programming.

Core Qualifications

- Operational and Fiscal Management
- Process Improvement: Black Belt Certification in LEAN
- Family Work
- High School Transition
- Strategic Planning
- Autism

Education

River College 1998-2002

Bachelor of Arts in Human Development / Minor in Social Work

Nashua, NH 03064

LEAN Black Belt Certification 2016

Certification in Family Support Quality Standards 2017

-Nashua Chamber of Commerce Leadership Program 2018

Leadership NH 2019

Experience

- ❖ **Gateways Community Services**
Senior Director of Family and Participant Directed Services June 2018 – Present
 Direction of programming, fiscal, and clinical operations and outcomes for Family Support, In Home Supports, Partners in Health, and Adult Custom Services. Responsibilities in senior management and operational development of the organization for fiscal monitoring and management, strategic planning, and coordination of the Family Support Advisory Board for the organization.
- ❖ **Gateways Community Services** April 2017- June 2018
Senior Director of Child and Family Services
 Direct programming, implementation of strategic plans, and fiscal oversight of Family Support Services, Partners in Health, In Home Supports Waiver, Early Supports and Services, Intake and Eligibility, and Legislative Initiatives.
- ❖ **Gateways Community Services** 2014- April 2017

Director of Family Services

Direct programming and supervision of services to children and families whom experience developmental disabilities, fiscal management of state and Medicaid funding, process improvement management, operational strategic planning, LEAN strategies and projects

- ❖ **Gateways Community Services** **2013 - November 2014**

Family Support Operations Manager

Supervision of clinical services to children whom experience developmental disabilities, facilitation of the Family Support Advisory Council

- ❖ **Gateways Community Services** **2012 –2013**

Family Support Coordination Supervisor

Supervise staff and case management services to children 3-21 whom experience developmental disabilities and/ or autism

- ❖ **Gateways Community Services** **2005 – June 2012**

Family Support Coordinator

Provided case management services to caseload of 60 individuals 16-21 whom experience developmental disabilities and autism, provide benefits counseling, and person centered planning.

- ❖ **Easter Seals of NH** **2003 – December 2005**

Case Manager

Provided case management and family work to 16 individuals in a residential treatment facility whom experienced developmental disabilities and severe persistent mental health

- ❖ **Girls Incorporated** **2002 – August 2003**

Program Coordinator

Provided coordination and supervision of afterschool and summer camp programming to at risk girls, supervision of staff, management of USDA requirements

Memberships

- Nashua Wrap Around
- Community of Practice High School Transition – State and Local
- NH State LEAN Network

Awards and Achievements

- 2015 Transition Professional of the Year

Nzenalu Obinelo MSW, RSW

PROFESSIONAL PROFILE

Senior Level Director with extensive experience in cross functional team management, strategic planning, multi-sectoral partnership building and change management. Solid analytical skills and problem solving capacity. Excellent interpersonal and communication skills. Dynamic, team oriented community leader and builder.

AREAS OF EXPERTISE

• Communication & Interpersonal Skills	• Management & Delegation	• Training & Development
• Healthcare & Operational Management	• Strategic & Care Planning	• Inter-Professional Practice
• Recruitment & Selection	• Leadership & Collaboration	• Legislative Review & Compliance
• Teaching & Education	• Budgets & Fund Raising	

WORK EXPERIENCE

VICE PRESIDENT OF CHILDREN AND FAMILY SERVICES

1999 – PRESENT

Gateways Community Services – Nashua, New Hampshire

Senior Director to multiple programs, which provide services to children and adults who are intellectually disabled and/or have mental health diagnosis: Administer strategic goals throughout these programs and report directly to agency's Chief Executive Officer. Responsibility also includes assignment to Board Committees and Board responsibilities as necessary. Provide leadership to management team of direct reports.

Experience in leading and supporting various program teams and community partnerships, which provide local trainings, consultations and crises planning to assure that services are available to dually diagnosed individuals, their families and staff. Providing leadership to staff who maintain a goal of supporting individuals to live in their community regardless of the level of personal challenge, and regardless of the depth of needs.

Responsibilities include oversight of the following departments:

- Family Support
- In Home Supports and Services
- Adult Custom Services
- Elder Services
- Autism Centre
- Mental Health
- Intake Services
- Early Supports And Services
- Partners In Health

INTENSIVE CASE MANAGER

1997 – 1999

New Alternatives Inc., San Diego California

Coordinated "treatment teams" for youth at risk and their families in the Community-based, Intensive Treatment of Youth (C.I.T.Y.) Program. Conducted strength based assessments with children and their families.

SOCIAL WORKER

1991 – 1997

The Hospital for Sick Children, Toronto, Ontario

Member of multi-disciplinary team in the hematology/oncology program. Provided family and individual therapy to diverse population of pediatric patients and families in need of crisis management support, adjustment counseling and psychotherapy.

Helped patients cope with the long term effects of chronic and terminal illnesses. Completed clinical reports involving psychosocial assessments.

TEACHING EXPERIENCE

FIELD INSTRUCTOR

1994 – 1997

University of Toronto, Toronto, Ontario

Supervised and evaluated students completing Master of Social Work degrees. Provided instruction for conducting psychosocial assessments, individual and group therapy models, communicative skills and report writing.

EDUCATION & PROFESSIONAL TRAINING

LEADERSHIP NEW HAMPSHIRE

2013 – 2014

Graduate

Leadership New Hampshire is one of 14 initiatives proposed in the Governor's Commission on New Hampshire in the 21st Century to identify emerging leaders for key roles in state-wide issues and developing a network of informed leaders.

- Identified to take on leadership role on state-wide issues; and develop a network for effective leadership.
- Interacted and liaised with top state officials, judges, educators, students, corporate leaders and others who receive, deliver or make decisions and policy that affect services across the state.

ONTARIO COLLEGE OF CERTIFIED, REGISTERED SOCIAL WORKERS

1993 – PRESENT

Registered Social Worker (RSW)

Professional designation associated with the practice of social work.

UNIVERSITY OF WINDSOR, WINDSOR, ONTARIO, CANADA

1985 - 1990

Master of Social Work - School of Social Work (1990)

Courses focused on community organization and administration of social service organizations. Thesis involved evaluation of the effectiveness of volunteer sector service delivery mechanisms with respect to home care and hospice.

Bachelor of Social Work - School of Social Work (1989)

Program involved courses in sociology, psychology, social work and the law.

CIVIC ENGAGEMENT, FUNDRAISING, VOLUNTEER WORK

- Board Member, American Civil Liberties Union (ACLU) New Hampshire
- Board Member, Leadership New Hampshire
- Board Member, Thank You Project, Nashua, New Hampshire
- Attorney General's Task Force on Child Abuse and Neglect, New Hampshire
- Nashua High School South, Nashua, New Hampshire
- Avon Walk for Breast Cancer, Boston, Massachusetts
- Susan G. Komen 3 Day, Boston, Massachusetts
- Immaculate Conception Parish, Nashua, New Hampshire
- Mayor's Task Force on Youth – City Hall, Nashua, New Hampshire
- Networks – Department of Child, Youth and Families, Nashua, New Hampshire
- Camp Jumoke, Toronto, Ontario
- Camp Oochigeas, Toronto, Ontario

References Available Upon Request

SANDRA B. PELLETIER**PROFESSIONAL SUMMARY**

Chief Executive of a non-profit organization for the past 35 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)

Antioch College Management Institute, Keene, NH

Certificate

Management of Non-Profit Agencies

University of New Hampshire, Durham, NH

M.Ed.

University of Maine, Orono, ME

B.A.**PERSONAL AWARDS**

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement for 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

Business New Hampshire Magazine Non-profit of Year	2016
Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services	2012
By the Center on Human Policy, Syracuse University	
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 \$ 50 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 3,400 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

New Hampshire Charitable Fund Regional Board, Nashua	2019- Present
Communitas (communitas-health.org), Oakland, California	2017 - Present
Rotary of Nashua West, Nashua, NH	2002 - Present
The PLUS Company, Nashua, NH	1996 - Present
Community Support Network Inc. (CSNI), Concord, NH (founding Board Chair)	1995 - Present
Endowment for Health Foundation, Concord, NH – including a term as President of the Board	2008-2014
SHARE, Milford, NH	2016-2020

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 CPAs, 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

CONTRACTOR NAMEKey Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Gloria Fulmer*	PIH Coordinator & ESS Interim Director	For her PIH work: \$18/hr at 20 hrs/wk (\$18,720 annualized from the PIH Contract)	100% of PIH hours – 20hrs/week	\$18,720 annually
Alyssa Gentry*	PIH Coordinator starting 6/22	\$17.50/hr at 15hrs/week	100% of PIH hours – 15hrs/week	\$13,650 annualized
Sandra Pelletier	President/CEO	\$193,500.00	0%	0
Tim Leach	CFO	\$120,000.00	0%	0
Nzenalu Obinelo	Vice President of Individual & Family Services	\$110,000.00	0%	0
Mindy Huckins	Sr. Director of Family and Participant Directed Services	77,250.16	0%	0

- Please note Gloria Fulmer works 20 hours/week as PIH Coordinator. On 6/22, another PIH Coordinator, Alyssa Gentry, will begin working 15 hours/week.



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

53 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,760

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", with a stylized, cursive script.

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
			Subtotal	\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
			Subtotal	\$156,664

Attachment A
Financial Details

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health
2. Lakes Region Community Services
3. Community Crossroads
4. VNA Home Health & Hospice Services, Inc.
5. Community Partners
6. Gateways Community Services
7. Monadnock Developmental Services, Inc.
8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS
2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS
Sue Moore, Clinical Program Manager-
3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)
4. Sylvia Pelletier, Associate Director, NH Family Voices
5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only)
- 6.
- 7.
- 8.
- 9.

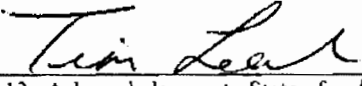
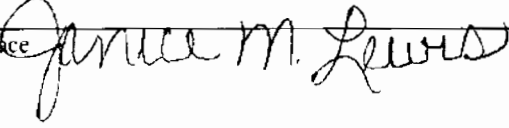
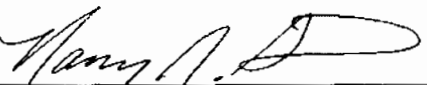
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-03)

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**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Leach CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 21, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Janice Lewis Notary			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory Deborah D. Scheetz, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/20/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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 Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region VI as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.4.1. Flexible services using the elements of Family Centered Care;
 - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinator (FSC):
 - 2.5.1. Collaborates with families in order to:
 - 2.5.1.1. Recognize strengths and natural supports.
 - 2.5.1.2. Identify resources available to families.
 - 2.5.1.3. Determine dates of plan completion.
 - 2.5.2. Provides families with information in a manner that best matches individual family processing styles and needs..
 - 2.5.3. Encourages families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.5.4. Supports families' decisions and cultural needs.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN by ensuring the FSC assists families with finding and applying for resources to meet needs as young adults and families define and prioritize their concerns and issues in areas that may include by are not limited to:
 - 2.7.1. Financial.
 - 2.7.2. Medical.
 - 2.7.3. Health.
 - 2.7.4. Educational.
 - 2.7.5. Recreational.
 - 2.7.6. Training.
 - 2.7.7. Benefits.
 - 2.7.8. Services needed to respond to the chronic health condition.
 - 2.7.9. Grants and locating donations of goods.
- 2.8. The Contractor shall ensure the FSC shares information with families via a monthly Newsletter that includes, but is not limited to:
 - 2.8.1. Community resources.



- 2.8.2. Community and regional events.
- 2.8.3. Workshops.
- 2.8.4. Webinars.
- 2.8.5. Trainings.
- 2.8.6. PIH Family Council Sponsored events.
- 2.9. The Contractor shall ensure the FSC completes intake by:
 - 2.9.1. Contacting the family and/or young adult once a referral is made to the PIH program.
 - 2.9.2. Conducting the intake visit in a location that is comfortable for the family, child, young adult and other individuals, as requested.
 - 2.9.3. Explaining services and program materials.
 - 2.9.4. Providing relevant resources to the family, child and/or young adult..
 - 2.9.5. Providing contact information and times that the FSC can be reached by telephone and/or e-mail.
 - 2.9.6. Completing preliminary planning with the family, child and/or young adult to determine needed services.
 - 2.9.7. Reviewing the Needs Assessment completed by the family, child and/or young adult.
 - 2.9.8. Assisting the family and/or individual with determining their Strengths, Needs, and Goals in relation to the chronic illness.
- 2.10. The Contractor shall ensure the FSC completes the eligibility process by:
 - 2.10.1. Reviewing the eligibility procedures outlined in NH Administrative Rule He-M 523 with the applicant and/or family during intake.
 - 2.10.2. Reviewing completed forms.
 - 2.10.3. Sending written notices to the applicants that notifies of resulting eligibility or ineligibility for PIH within five (5) days of the eligibility determination.
 - 2.10.4. If found ineligible, disclosing the basis of ineligibility, as applicable, in the written denial notice and advising applicants of the right to appeal as specified in NH Administrative Rule He-M 523.12.
 - 2.10.5. Completing eligibility redeterminations, as appropriate, on an annual basis.
- 2.11. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by ensuring:



- 2.11.1. The FSC and Lead Agency Supervisor (LAS) are certified in the Standards of Quality for Family Strengthening & Support.
- 2.11.2. The FSC reinforces the self-esteem of the parents, children and/or adolescents while promoting families' use of natural supports and networks.
- 2.11.3. The FSC conveys a sense of joint responsibility with families for needs identified upon intake and throughout enrollment in the program.
- 2.12. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.13. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
 - 2.13.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.13.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.13.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.13.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.13.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.13.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
 - 2.13.7. Practitioners work with families to mobilize formal and informal resources to support family development.
 - 2.13.8. Programs are flexible and continually responsive to emerging family and community issues.
 - 2.13.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.14. The Contractor shall ensure adherence to the Principles of Family Support Practice by:
 - 2.14.1. Developing and maintaining an active PIH Family Council that ensures the program is meeting the needs of the families by including families in program:



- 2.14.1.1. Planning;
- 2.14.1.2. Implementation; and
- 2.14.1.3. Decision-making.
- 2.14.2. Ensuring the FSC and LAS attend monthly State PIH Stakeholder meetings and bi-monthly Lead Supervisor Meetings to collaborate and advocate for families and CYSHCN with the Department and other sites.
- 2.15. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.16. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.16.1. Child health services.
 - 2.16.2. Early supports and services providers.
 - 2.16.3. Parent information centers.
 - 2.16.4. State benefit programs.
 - 2.16.5. Local schools.
 - 2.16.6. Local hospitals and medical providers.
 - 2.16.7. Local town and state governments.
- 2.17. The Contractor shall ensure the PIH Family Council:
 - 2.17.1. Reviews budgets for the PIH program and the use of flex funds.
 - 2.17.2. Plans and implements PIH Events.
 - 2.17.3. Reviews data quarterly to understand:
 - 2.17.3.1. How flex funds are being used.
 - 2.17.3.2. Numbers being served.
 - 2.17.3.3. Age groups of the population being served.
 - 2.17.3.4. Upcoming state lead practices and policy.
- 2.18. The Contractor shall facilitate quarterly interagency meetings to consult on mutual cases.
- 2.19. The Contractor shall provide educational opportunities to families, as well as training and support activities to PIH Family Councils by ensuring the FSC:
 - 2.19.1. Partners with families throughout the needs assessment and goal-making process.



- 2.19.2. Provides individualized, culturally responsive, and relevant services for each family.
- 2.19.3. Provides family-centered care and basic family support.
- 2.19.4. Encourages families to participate in their own education and awareness of resources.
- 2.19.5. Provides a monthly newsletter to participating families regarding areas relating to CYSHCN that may include, but are not limited to:
 - 2.19.5.1. Training opportunities.
 - 2.19.5.2. Conferences.
 - 2.19.5.3. Workshops.
 - 2.19.5.4. Webinars.
 - 2.19.5.5. Community events.
 - 2.19.5.6. Support group information.
- 2.20. The Contractor shall collaborate with families to identify priorities and needs while increasing independence in managing their children's chronic health condition.
- 2.21. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.22. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.22.1. Biennial Department Survey.
 - 2.22.2. Biennial PIH Audit.
 - 2.22.3. Contract Compliance Reviews.
- 2.23. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.24. The Contractor shall participate in evaluation activities including, but not limited to:
 - 2.24.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.



- 2.24.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.24.3. Maintaining current quality assurance reports; updating the reports, as needed; and ensuring they are used on a regular basis in order to:
 - 2.24.3.1. Self-monitor delivery of program services.
 - 2.24.3.2. Plan proactively for renewal of services.
 - 2.24.3.3. Ensure all information regarding a participant is centrally available by using the statewide database.
- 2.24.4. Employing a full time Quality Coordinator who provides:
 - 2.24.4.1. Quality reviews of all departments.
 - 2.24.4.2. Training on best practices in service delivery, documentation, and uniformity of practice.
- 2.24.5. Participating in site reviews conducted by the Department regarding contract implementation and compliance in order to:
 - 2.24.5.1. Provide opportunities to self-reflect on services provided.
 - 2.24.5.2. Develop plans for improvements in areas of challenge.
 - 2.24.5.3. Maintain and continue to enhance areas of best practice.
- 2.24.6. Ensuring the PIH Family Support Council assists in determining quality indicators by:
 - 2.24.6.1. Reviewing services available and services provided.
 - 2.24.6.2. Reviewing monthly billing practices.
 - 2.24.6.3. Reviewing special cases and circumstances.
 - 2.24.6.4. Conducting outreach to families in the program.
 - 2.24.6.5. Participating in surveys providing feedback on satisfaction and quality with the biannual site reviews.
- 2.24.7. Conducting surveys after hosting events to obtain feedback on the satisfaction with the event.
- 2.25. The Contractor shall ensure the FSC attends monthly statewide meetings.

3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the LAS.
- 3.2. The Contractor shall ensure the LAS:
 - 3.2.1. Participates in quarterly meetings with the Department;



- 3.2.2. Provides supervision to the FSC; and
- 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
 - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
 - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
 - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
 - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
 - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities do not comply with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.7.1. Program needs.
 - 3.7.2. The individual's experience.
 - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
 - 3.8.1. PIH staff orientation.
 - 3.8.2. Database training.
 - 3.8.3. LAS Meetings, at least quarterly.
 - 3.8.4. FSC supervision meetings, at least monthly.



- 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
- 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure the LAS and FSC receive the training in the following areas of the Standards of Quality for Family Strengthening and Support and best practices:
 - 3.9.1. Family Centeredness.
 - 3.9.2. Family Strengthening.
 - 3.9.3. Embracing Diversity.
 - 3.9.4. Community Building.
 - 3.9.5. Evaluation.
 - 3.9.6. Person-centered planning.
 - 3.9.7. Motivational interviewing.
 - 3.9.8. SMART goals.
 - 3.9.9. Other best practice related trainings.
- 3.10. The Contractor shall employ a Staff Development Trainer to research training opportunities specific to the chronically ill population which may include, but not be limited to topics such as:
 - 3.10.1. Estate Planning.
 - 3.10.2. Guardianship.
 - 3.10.3. Special Needs Trusts.
 - 3.10.4. First Aid and CPR.
- 3.11. The Contractor shall employ a full time Quality Coordinator to provide quality reviews of all departments and training on best practices in service delivery, documentation, and uniformity of practice.
- 3.12. The Contractor shall ensure the LAS has a dedicated monthly schedule for supervision with the FSC that includes, but is not limited to the self-identification of training needs and opportunities.
- 3.13. The Contractor shall ensure the FSC:
 - 3.13.1. Participates in monthly Family Support Staff meetings for supervision and training specific to supporting and providing family support services.
 - 3.13.2. Attends monthly All Staff Meetings for the whole agency.
 - 3.13.3. Attends all Contractor trainings and additional trainings as outlined by the Department.



- 3.13.4. Maintains ongoing training, as needed, in Motivational Interviewing, Person Centered Planning, and is certified in the Quality Standards in Family Strengthening.
- 3.14. The Contractor shall provide ongoing training for the FSC and LAS including, but not limited to:
 - 3.14.1. Resources in the community.
 - 3.14.2. Self-care.
 - 3.14.3. Mental health.
- 3.15. The Contractor shall ensure the FSC attends the annual Family Support Conference.

4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
- 5.2. The Contractor will ensure program sustainability by:
 - 5.2.1. Utilizing the FSC and Development Department to develop grant and fundraising activities.



- 5.2.2. Providing best practices and high quality family support services that are responsive to the changing trends in needs for this population.
- 5.2.3. Collaborating with the Family Council to bring forward the needs of participants and adapt services to those needs.
- 5.2.4. Collaborating with the Department at their monthly stakeholder sessions and through ongoing dialogue with assigned Program Specialists for the program to review cases.
- 5.2.5. Having a dedicated position to Legislative Advocacy.
- 5.2.6. Utilizing the Gateways Family Advocacy Network, which has training opportunities and communicates information on legislative issues and opportunities.
- 5.2.7. Encouraging advocacy directly from families, when issues arise within the program.

6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of ninety (90) families per State Fiscal Year.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor Name: Area Agency of Greater Nashua, Inc. DHA Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,342.00	\$ 4,728.00	\$ 37,070.00	\$ 18,204.00	\$ 4,728.00	\$ 22,932.00	\$ 18,145.00	\$ -	\$ 18,145.00
2. Employee Benefits	\$ 12,894.00	\$ 1,839.00	\$ 14,733.00	\$ 7,947.00	\$ 1,839.00	\$ 9,786.00	\$ 4,951.00	\$ -	\$ 4,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
14. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ -	\$ -
16. Dues/Fees/Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
18. Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
21. Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ 675.00	\$ -	\$ 675.00	\$ 505.00	\$ -	\$ 505.00	\$ 70.00	\$ -	\$ 70.00
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (per Model Standard) Flex fund	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 80,022.00	\$ 10,587.00	\$ 90,609.00	\$ 29,856.00	\$ 10,587.00	\$ 40,443.00	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct:

New Hampshire Department of Health and Human Services

Contractor Name: Area Agency of Greater Nashua, Inc. DBA Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (\$FY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,349.00	\$ 4,726.00	\$ 37,075.00	\$ 18,204.00	\$ 4,726.00	\$ 22,930.00	\$ 14,145.00	\$ -	\$ 14,145.00
2. Employee Benefits	\$ 12,893.00	\$ 1,899.00	\$ 14,792.00	\$ 7,947.00	\$ 1,899.00	\$ 9,846.00	\$ 4,951.00	\$ -	\$ 4,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 575.00	\$ -	\$ 575.00	\$ 505.00	\$ -	\$ 505.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other project (don't include in Flex Funds)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 69,022.00	\$ 10,587.00	\$ 79,609.00	\$ 29,859.00	\$ 10,587.00	\$ 40,446.00	\$ 39,168.00	\$ -	\$ 39,168.00

Indirect As A Percent of Direct

15.1%



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

5/21/19
Date

Vendor Name: Gateways Community Services
Tim Leach
Name: TIM LEACH
Title: CFO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Gateways Community Services

5/21/19
Date

Tim Leach
Name: Tim Leach
Title: CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Gateway Community Services

5/21/19
Date

Tim Leach
Name: Tim Leach
Title: CFO



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials

TL

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

- I. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Gateway Community Services

5/21/14
Date

T. Leach
Name: Tim Leach
Title: CFO

Exhibit G

Vendor Initials TL

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

Date 5/21/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Gateway Community Services

5/21/19
Date

Tim Leach
Name: Tim Leach
Title: CFO

TL

5/21/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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5/21/19



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services
The State

Deborah D. Scheetz
Signature of Authorized Representative

Deborah D. Scheetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-23-19
Date

Gateway Community Service
Name of the Vendor

Tim Leach
Signature of Authorized Representative

Tim Leach
Name of Authorized Representative

CFO
Title of Authorized Representative

5/21/19
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 Vendor 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 Vendor 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.

Vendor Name: Gateway Community Services

5/21/19
Date

[Signature]
Name: Tim Leach
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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



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 Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Developmental Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$356,664.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool.
The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination.
 - 2.1.1.2. Review, reassess and update needs assessments, with each family biannually and more often as needed; and
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.30, to

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read:

- 2.30. The Contractor shall maintain a minimum caseload of sixty (60) individuals per state fiscal year.
5. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1, to read:
 - 4.1. The Contractor shall provide quarterly reports that include, but are not limited to:
 - 4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.
 - 4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.
 - 4.1.3. The percentage of youth ages fourteen (14) years and older, and/or their family caregiver, who identified a minimum of one (1) TRAQ goal.
 - 4.1.4. The percentage of youth ages fourteen (14) years and older, and/or their family caregiver, who met a minimum of one (1) of the previous year's TRAQ goals.
6. Modify Exhibit A, Scope of Services, Section 4, Reporting, by adding Subsection 4.3, to read:
 - 4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:
 - 4.3.1. Factors that contributed to the noncompliance;
 - 4.3.2. The proposed plan to correct the noncompliance;
 - 4.3.3. Personnel responsible for implementing the corrective plan; and
 - 4.3.4. Plan to mitigate noncompliance issues in the future.
7. Modify Exhibit A, Scope of Services, Section 6, Deliverables, to read:
 6. Performance Measures
 - 6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty-one (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.
 - 6.2. The Contractor shall ensure 70% of young adults ages fourteen (14) years and older, and/or their family caregiver, meet a minimum of one (1) of the previous year's transition goals.
 - 6.3. The Contractor shall ensure 85% of the Department approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.
8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #1 Budget.
9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:
 - 5.1. The Contractor shall budget a minimum of \$20,000 per site for Flex Funds to be applied toward family support services and activities, of which a maximum of \$6,000 may be directed toward all PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis.

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10. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-4, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/14/2021

Date

DocuSigned by:
Deborah D. Scheetz

Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

Monadnock Developmental Services, Inc.

6/13/2021

Date

DocuSigned by:
Mickey Cronin

Name: Mickey Cronin
Title: President, Board of Directors

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	\$ -	\$ 15,133.38	\$ 11,134.38	\$ -	\$ 11,134.38	\$ 3,999.00	\$ -	\$ 3,999.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
14. AA GM (3%)	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,290.88	\$ 9,318.12	\$ 79,609.00	\$ 38,124.88	\$ 2,318.12	\$ 40,443.00	\$ 32,166.00	\$ 7,000.00	\$ 39,166.00

Indirect As A Percent of Direct

13.3%

Exhibit B-4, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	\$ -	\$ 15,133.38	\$ 11,134.38	\$ -	\$ 11,134.38	\$ 3,999.00	\$ -	\$ 3,999.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
14. AA GM (3%)	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,290.88	\$ 9,318.12	\$ 79,609.00	\$ 38,124.88	\$ 2,318.12	\$ 40,443.00	\$ 32,166.00	\$ 7,000.00	\$ 39,166.00

Indirect As A Percent of Direct

13.3%

State of New Hampshire

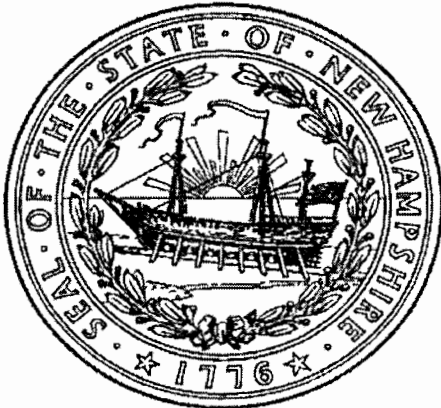
Department of State

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: **0005380696**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Timothy Jordan, do hereby certify that:

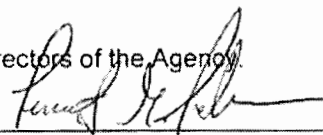
1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at an e-meeting of the Board of Directors of the Agency duly held on June 11, 2021:

RESOLVED: That Mickey Cronin, 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 14th day of June, 2021.

4. Mickey Cronin is the duly elected President of the Board of Directors of the Agency.

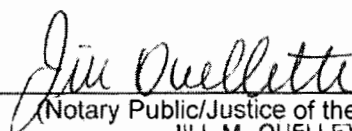

Timothy Jordan, Treasurer

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 14th day of June, 2021.

By: Timothy Jordan, Treasurer


(Notary Public/Justice of the Peace)
JILL M. OUELLETTE
Notary Public - New Hampshire
My Commission Expires October 25, 2022

(NOTARY SEAL)

Commission Expires: 10/25/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2021

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104 INSURED Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431	CONTACT NAME: Donna Deyo PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413 E-MAIL ADDRESS: donna@wizinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Eastern Alliance Insurance Company</td> <td>10724</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Eastern Alliance Insurance Company	10724	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Eastern Alliance Insurance Company	10724														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 21-22****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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC 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 ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Excl: Michael Forrest & Donald Hayes 03-0000113026-03 Cov State of NH	1/1/2021	1/1/2022	☒ 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2020

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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: csr24admin@clark-mortenson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Monadnock Developmental Serv
 121 Railroad Street
 Keene NH 03431

MONADNOCKDEVELO

COVERAGES**CERTIFICATE NUMBER:** 128395472**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK2144224	7/1/2020	7/1/2021	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 ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK2144222	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		PHUB726120	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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**CANCELLATION**

State of NH Dept. of Health & Human Services Bureau
 of Developmental Services
 105 Pleasant Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.

Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC. AND SUBSIDIARY

**FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

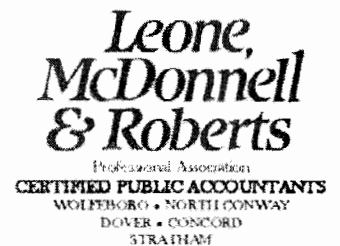
JUNE 30, 2020 AND 2019

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To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit corporation) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2020, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2020, 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 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 25, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidated schedule of functional revenues on page 20 and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2020, on our consideration of Monadnock Developmental Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Monadnock Developmental Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Monadnock Developmental Services, Inc.'s internal control over financial reporting and compliance.

Leone, McDonald + Roberts
Professional Association

December 1, 2020
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2020 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

ASSETS

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	<u>Eliminations</u>	Consolidated Totals 2020	Consolidated Totals 2019
Cash and equivalents	\$ 2,788,555	\$ 225,262	\$ -	\$ 3,013,817	\$ 2,778,730
Client funds	476,030	-	-	476,030	307,279
Accounts receivable:					
Medicaid	2,520,369	-	-	2,520,369	1,281,102
Other	508,865	10,518	-	519,383	59,900
Prepaid expenses	391,005	1,440	-	392,445	261,599
Deposits	9,810	-	-	9,810	10,570
Property and equipment, net of accumulated depreciation	1,255,114	2,568,791	-	3,823,905	4,009,891
Loan reserves	-	173,484	-	173,484	156,262
Investment in insurance captive	168,328	-	-	168,328	112,951
Total assets	\$ 8,118,076	\$ 2,979,495	\$ -	\$ 11,097,571	\$ 8,978,284

LIABILITIES AND NET ASSETS

LIABILITIES

Client funds	\$ 476,030	\$ -	\$ -	\$ 476,030	\$ 307,279
Accounts payable	1,582,709	5,082	-	1,587,791	1,087,303
Accrued salaries and wages and related expenses	941,746	-	-	941,746	620,897
Accrued sick time	46,528	-	-	46,528	89,294
Other accrued expenses	2,750	8,614	-	11,364	13,389
Refundable advances	135,219	-	-	135,219	131,955
NH Emergency Relief Fund loan	71,500	-	-	71,500	-
Paycheck Protection Program loan	1,577,200	-	-	1,577,200	-
Capital lease liability	58,245	-	-	58,245	80,294
Notes payable	436,858	2,591,693	-	3,028,551	3,133,963
Total liabilities	5,328,785	2,605,389	-	7,934,174	5,464,374

NET ASSETS

Without donor restrictions					
Board designated	543,967	-	-	543,967	546,341
Undesignated	2,241,024	374,106	-	2,615,130	2,967,569
Total net assets without donor restrictions	2,784,991	374,106	-	3,159,097	3,513,910
With donor restrictions	4,300	-	-	4,300	-
Total net assets	2,789,291	374,106	-	3,163,397	3,513,910
Total liabilities and net assets	\$ 8,118,076	\$ 2,979,495	\$ -	\$ 11,097,571	\$ 8,978,284

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2020	Consolidated Totals 2019
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS					
Revenues and Support					
Medicaid	\$ 29,738,467	\$ -	\$ -	\$ 29,738,467	\$ 28,772,903
State of New Hampshire - DDS	866,022	-	-	866,022	863,278
Other program fees	466,959	-	-	466,959	551,101
Residential fees	274,382	-	-	274,382	309,488
Rental income	98,965	322,668	(249,593)	172,040	220,441
Client resources	173,810	-	-	173,810	136,406
Grants	1,105,860	-	-	1,105,860	69,354
Vocational rehabilitation fees	55,690	-	-	55,690	39,081
United Way	16,818	-	-	16,818	22,479
Contributions and other public support	22,296	-	-	22,296	62,715
Investment income	2,570	174	-	2,744	1,720
Production/service income	8,192	-	-	8,192	4,270
Other income	52,904	-	-	52,904	83,187
Net assets released from restrictions	1,200	-	-	1,200	53,606
Total revenues without donor restrictions and support	32,884,135	322,842	(249,593)	32,957,384	31,190,029
Expenses					
Program services					
Service Coordination	1,411,986	-	(96,858)	1,315,128	1,287,175
Family support	995,509	-	(27,507)	968,002	1,043,788
Subcontracted area agency program services	20,770,151	-	-	20,770,151	18,604,098
In house area agency program services:					
ISO	7,761,412	-	(63,866)	7,697,546	7,583,698
Non DDS funded programs:					
Other Non DDS funded programs	456,022	-	-	456,022	422,870
Railroad Street Mill, Inc.	-	312,775	-	312,775	308,843
Supporting services					
General management	1,853,935	-	(61,362)	1,792,573	1,513,572
Total expenses	33,249,015	312,775	(249,593)	33,312,197	30,764,044
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(364,880)	10,067	-	(354,813)	425,985
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS					
Contributions	5,500	-	-	5,500	-
Net assets released from restrictions	(1,200)	-	-	(1,200)	(53,606)
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS	4,300	-	-	4,300	(53,606)
CHANGES IN NET ASSETS	(360,580)	10,067	-	(350,513)	372,379
NET ASSETS - BEGINNING OF YEAR	3,149,871	364,039	-	3,513,910	3,141,531
NET ASSETS - END OF YEAR	\$ 2,789,291	\$ 374,106	\$ -	\$ 3,163,397	\$ 3,513,910

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2020	Consolidated Totals 2019
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ (360,580)	\$ 10,067	\$ -	\$ (350,513)	\$ 372,379
Adjustments to reconcile changes in net assets to net cash from operating activities:					
Depreciation and amortization	142,831	84,136	-	226,967	214,422
Loss (gain) on sale of assets	1,300	-	-	1,300	(916)
Imputed interest on long term debt	-	12,073	-	12,073	13,169
Decrease (increase) in assets:					
Accounts receivable - Medicaid	(1,239,267)	-	-	(1,239,267)	(455,194)
Accounts receivable - Other	(448,965)	(10,518)	-	(459,483)	(92)
Prepaid expenses	(130,759)	(87)	-	(130,846)	12,616
Deposits	760	-	-	760	2,450
Investment in insurance captive	(55,377)	-	-	(55,377)	(33,041)
Increase (decrease) in liabilities:					
Accounts payable	500,594	(106)	-	500,488	(102,092)
Accrued salaries, wages and related expenses	320,849	-	-	320,849	166,241
Accrued sick time	(42,766)	-	-	(42,766)	834
Other accrued expenses	-	(2,025)	-	(2,025)	(537)
Refundable advances	3,264	-	-	3,264	(43,822)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(1,308,116)</u>	<u>93,540</u>	<u>-</u>	<u>(1,214,576)</u>	<u>146,417</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(38,983)	(4,998)	-	(43,981)	(151,349)
Proceeds from the sale of assets	1,700	-	-	1,700	916
NET CASH USED IN INVESTING ACTIVITIES	<u>(37,283)</u>	<u>(4,998)</u>	<u>-</u>	<u>(42,281)</u>	<u>(150,433)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from NH Emergency Relief Fund loan	71,500	-	-	71,500	-
Proceeds from Payment Protection Program loan	1,577,200	-	-	1,577,200	-
Repayment of capital lease	(22,049)	-	-	(22,049)	(20,824)
Proceeds from long term borrowings	-	-	-	-	68,000
Repayment of long term debt	(46,939)	(70,546)	-	(117,485)	(109,223)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>1,579,712</u>	<u>(70,546)</u>	<u>-</u>	<u>1,509,166</u>	<u>(62,047)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	234,313	17,996	-	252,309	(66,063)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH - BEGINNING OF YEAR	<u>2,554,242</u>	<u>380,750</u>	<u>-</u>	<u>2,934,992</u>	<u>3,001,055</u>
CASH, CASH EQUIVALENTS AND RESTRICTED CASH - END OF YEAR	<u>\$ 2,788,555</u>	<u>\$ 398,746</u>	<u>\$ -</u>	<u>\$ 3,187,301</u>	<u>\$ 2,934,992</u>

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	Total DDS Funded	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2020 Total	Eliminations	Consolidated Totals 2020	Consolidated Totals 2019
Salaries and wages	\$ 1,184,448	\$ 819,608	\$ 501,779	\$ -	\$ 3,343,812	\$ 5,849,647	\$ 193,245	\$ -	\$ 193,245	\$ 6,042,892	\$ -	\$ 6,042,892	\$ 5,771,222
Employee benefits	202,617	243,819	108,948	-	938,954	1,494,338	64,160	-	64,160	1,558,498	-	1,558,498	1,702,507
Payroll taxes	85,739	59,752	35,798	-	227,583	408,872	20,979	-	20,979	429,851	-	429,851	413,851
Family provider services	16,500	-	105,839	-	1,622,219	1,744,558	-	-	-	1,744,558	-	1,744,558	1,576,027
Respite care	1,690	-	149,670	-	208,261	359,621	3,750	-	3,750	363,371	-	363,371	318,037
Client treatment and care	-	22,927	8,789	36,960	160,489	229,165	-	-	-	229,165	-	229,165	238,868
Accounting fees	34,500	-	-	-	-	34,500	-	3,888	3,888	38,388	-	38,388	33,600
Legal fees	8,497	-	-	-	-	8,497	-	-	-	8,497	-	8,497	11,193
Other professional fees	57,849	68,486	1,773	134	11,353	139,595	22,108	4,548	26,656	166,251	-	166,251	160,153
Subcontractors	35,293	15,273	-	20,632,801	564,271	21,247,638	-	5,675	5,675	21,253,313	-	21,253,313	18,994,282
Staff development	9,703	707	1,763	1,500	33,753	47,426	1,105	-	1,105	48,531	-	48,531	51,830
Rent	61,362	96,858	27,507	-	172,723	358,450	6,702	-	6,702	365,152	(249,593)	115,559	122,198
Mortgage payments	-	-	-	-	3,863	3,863	-	-	-	3,863	-	3,863	3,863
Utilities	5,006	5,771	2,332	-	36,727	49,836	37,351	38,765	76,116	125,952	-	125,952	135,006
Repairs and maintenance	-	-	1,500	-	1,750	3,250	21,656	22,212	43,068	47,118	-	47,118	41,089
Property taxes	-	-	-	-	10,014	10,014	1,000	33,389	34,389	44,403	-	44,403	43,331
Other occupancy costs	-	-	-	-	4,593	4,593	6,099	-	6,099	10,692	-	10,692	6,498
Home modifications	-	-	-	-	35,113	35,113	-	-	-	35,113	-	35,113	52,315
Office supplies	10,549	6,211	4,369	-	13,459	34,588	1,468	-	1,468	36,056	-	36,056	35,748
Building supplies	1,677	1,056	1,725	-	17,253	21,711	5,860	-	5,860	27,571	-	27,571	23,667
Client consumables	-	-	6,604	-	49,069	55,673	-	-	-	55,673	-	55,673	65,553
Medical supplies	17,967	-	-	-	2,155	20,122	254	-	254	20,376	-	20,376	2,500
Computer supplies	8,964	2,595	1,845	-	7,316	20,720	3,088	-	3,088	23,808	-	23,808	18,692
Equipment rental	2,821	3,405	1,265	-	9,184	16,675	-	-	-	16,675	-	16,675	15,480
Depreciation expense	7,988	6,066	4,277	89,192	33,348	140,871	1,960	84,136	86,096	226,967	-	226,967	214,422
Advertising	90	-	20	-	13,964	14,074	91	-	91	14,165	-	14,165	8,227
Printing	1,292	1,410	1,866	-	3,055	7,623	1,264	-	1,264	8,887	-	8,887	10,711
Telephone	10,771	14,291	4,199	-	53,410	82,671	1,935	-	1,935	84,606	-	84,606	80,349
Postage	4,124	5,545	2,770	-	5,854	18,293	732	-	732	19,025	-	19,025	17,856
Transportation	3,372	16,855	14,051	324	154,946	189,548	13,950	-	13,950	203,498	-	203,498	292,050
Assistance to individuals	-	5,011	88	-	117	5,216	-	-	-	5,216	-	5,216	6,505
Insurance	22,966	14,691	5,454	9,240	16,560	68,911	26,099	19,113	45,212	114,123	-	114,123	106,149
Interest expense	2,584	-	-	-	2,986	5,570	21,012	101,017	122,029	127,599	-	127,599	132,889
Loss on sale of assets	1,300	-	-	-	-	1,300	-	-	-	1,300	-	1,300	-
Other expenses	54,266	1,649	1,278	-	3,258	60,451	154	32	186	60,637	-	60,637	57,376
Total functional expenses	\$ 1,853,935	\$ 1,411,986	\$ 985,509	\$ 20,770,151	\$ 7,761,412	\$ 32,792,993	\$ 456,022	\$ 312,775	\$ 768,797	\$ 33,561,790	\$ (249,593)	\$ 33,312,197	\$ 30,764,044

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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 accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

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 net assets with donor restrictions, 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 net assets without donor restrictions.

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, 2019, from which the summarized information was derived.

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.

Advertising

The Organization expenses advertising costs as incurred.

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 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, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Land, buildings and improvements	\$ 5,697,913	\$ 5,683,433
Vehicles	468,750	497,737
Equipment	200,954	200,954
Furniture	<u>4,921</u>	<u>4,921</u>
	6,372,538	6,387,045
Less accumulated depreciation	<u>(2,548,633)</u>	<u>(2,377,154)</u>
Property, net	<u>\$ 3,823,905</u>	<u>\$ 4,009,891</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$226,967 and \$214,422, respectively.

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 2017.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

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.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Direct assignment
All other expenses	Direct assignment

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, 2020 and 2019, 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.

New Accounting Pronouncements

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (230): Restricted Cash (ASU 2016-18). The amendments address diversity in practice that exists in the classification and presentation of changes in restricted cash on the statement of cash flows. The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for the Organization's fiscal year ending June 30, 2020 and has been applied retrospectively to all periods presented.

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the year ending June 30, 2020 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

2 AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

Financial assets at year-end:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 3,013,817	\$ 2,778,730
Client funds	476,030	307,279
Accounts receivable	3,035,457	1,341,002
Deposits	<u>9,810</u>	<u>10,570</u>
Total financial assets	<u>\$ 6,535,114</u>	<u>\$ 4,437,581</u>

Less amounts not available to be used
within one year:

Net assets with donor restrictions	\$ 4,300	\$ -
Board designated funds	543,967	546,341
Client funds	<u>476,030</u>	<u>307,279</u>

Amounts not available within one year	<u>1,024,297</u>	<u>853,620</u>

Financial assets available to meet general expenditures over the next twelve months	<u>\$ 5,510,817</u>	<u>\$ 3,583,961</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$4.08 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3 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, 2020 and 2019. At June 30, 2020 and 2019, the uninsured balances aggregated \$3,121,190 and \$2,766,237, respectively.

4 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 \$168,328 and \$112,951, respectively at June 30, 2020 and 2019.

5 DEMAND NOTE PAYABLE

For the years ended June 30, 2020 and 2019, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2020 and 2019 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2020 and 2019, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

6 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. Accumulated amortization on the equipment at June 30, 2020 and 2019 was \$33,939 and \$11,313, respectively.

Minimum future lease payments under capital leases as of June 30, 2020 are approximated as follows:

Year Ended June 30	Amount
2021	\$ 25,800
2022	25,800
2023	<u>10,750</u>
Total minimum lease payments	62,350
Less: amount representing interest	<u>(4,105)</u>
Present value of net minimum lease payments	58,245
Less: amount due within one year	<u>(23,165)</u>
Long term portion of net minimum lease payments	<u>\$ 35,080</u>

7 LONG TERM DEBT

The long term debt of the Organization consisted of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$884 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 3.75% and 6.00% at June 30, 2020 and 2019, respectively. The note is collateralized by real estate owned by the Organization.	\$ 96,380	\$ 101,053

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.

81,437 89,067

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.

35,636 39,033

Mortgage note payable to a bank in monthly installments for principal and interest of \$1,038 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 5.25%. The note is collateralized by real estate owned by the Organization.

126,723 132,810

Mortgage note payable to a bank in monthly installments for principal and interest of \$998 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 5.25%. The note is collateralized by real estate owned by the Organization.

57,128 65,783

3.99% note payable to a bank in monthly installments for principal and interest of \$1,535 through September 2022. The note is collateralized by Company vehicles.

39,554 56,051

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.

2,191,693 2,262,239

3.75% note payable to an economic development corporation in monthly installments for principal and interest of \$2,376 through June of 2030. The note is collateralized by real estate owned by the Organization.

237,500 230,332

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2030 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

162,500 157,595

\$ 3,028,551 \$ 3,133,963

The scheduled maturities of long term debt as of June 30, 2020 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2021	\$ 141,867
2022	148,000
2023	140,382
2024	141,759
2025	277,790
Thereafter	<u>2,178,753</u>
	<u>\$ 3,028,551</u>

8 BOARD DESIGNATED FUNDS

As of June 30, 2020 and 2019, the Board of Directors has designated funds to be used for the following:

	<u>2020</u>	<u>2019</u>
Development costs	\$ 416,852	\$ 388,446
Property maintenance and acquisitions	<u>127,115</u>	<u>157,895</u>
	<u>\$ 543,967</u>	<u>\$ 546,341</u>

9 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, 2020 and 2019 was \$116,010 and \$106,104, respectively.

10 ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2020 and 2019, approximately 90% and 92% of the total support and revenue was derived from Medicaid, respectively. 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 83% and 93% of the total accounts receivable balances at June 30, 2020 and 2019, 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 5.

In order for the Organization to receive this Medicaid funding, it 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. Redesignation occurred during the year ended June 30, 2020. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

11 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 \$365,152 and \$371,791 for the years ended June 30, 2020 and June 30, 2019, 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, 2020 and 2019 was \$249,593.

The approximate future minimum lease payments on the above leases as of June 30, 2020 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2021	\$ 19,950
2022	20,400
2023	20,400
2024	20,400
2025	<u>20,400</u>
	<u>\$ 101,550</u>

12 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, 2020 was \$249,593 for the year ending June 30, 2021.

13 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, 2020.

14 CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2020 and 2019, client funds held by the Organization were as follows:

	<u>2020</u>	<u>2019</u>
Client funds administered by the Organization	\$ 476,030	\$ 307,279

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

15 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.

16 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

	<u>2020</u>	<u>2019</u>
Purchase of property and equipment	\$ 38,983	\$ 151,349
Amount financed by capital lease	-	-
Cash paid for property	\$ 38,983	\$ 151,349
Cash paid for interest	\$ 125,015	\$ 132,889

Cash, cash equivalents and restricted cash as of June 30, 2020 and 2019 consist of the following:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 3,013,817	\$ 2,778,730
Restricted cash	173,484	156,262
Total cash, cash equivalents and restricted cash	\$ 3,187,301	\$ 2,934,992

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 NET ASSETS

Net assets without donor restrictions for the years ended June 30, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Undesignated	\$ 2,615,130	\$ 2,967,569
Board designated	<u>543,967</u>	<u>546,341</u>
Total net assets without donor restrictions	<u>\$ 3,159,097</u>	<u>\$ 3,513,910</u>

Net assets with donor restrictions for the years ended June 30, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Special Purpose Restrictions:		
Contributions	\$ <u>4,300</u>	\$ -
Total net assets with donor restrictions	<u>\$ 4,300</u>	<u>\$ -</u>

Net assets released from net assets with donor restrictions for the years ended June 30, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of Purpose Restrictions:		
Fixed assets	\$ -	\$ 43,606
Contributions	<u>1,200</u>	<u>10,000</u>
Total net assets released	<u>\$ 1,200</u>	<u>\$ 53,606</u>

19 OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. As of December 1, 2020, due to the measures put in place to prevent the spread of COVID-19 we are unable to estimate the future performance of the Organization.

20 LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2020, the Organization received grant revenue of \$1,037,764 and expended \$1,037,764 under the grant through payroll and subcontractor expenses.

21 PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Organization received loan proceeds in the amount of \$1,577,200 under the Paycheck Protection Program (PPP). The PPP is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first ten months. As of the date of the audit report, the Organization has been using the proceeds for purposes consistent with the PPP. The Organization has 24 weeks beginning the date the proceeds were received to use up all the PPP proceeds. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, there is no assurance that the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

22 NH EMERGENCY RELIEF FUND LOAN

In April 2020, the Organization received loan proceeds from the State of New Hampshire in the amount of \$71,500 under the NH Emergency Relief Fund. The agreement will mature 180 days after the expiration of the State of Emergency declared in the State of New Hampshire in March 2020. The note is interest free. Funds have been provided in the form of a loan that may later be converted to a grant and forgiven based on terms set forth in the loan agreement at the lender's discretion and with the approval of the Governor. As there is no assurance that the loan will be converted to a grant and forgiven, funds received have been recorded as a note payable as of June 30, 2020.

23 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 December 1, 2020, the date the June 30, 2020 financial statements were available for issuance. See Note 19 regarding COVID-19.

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Family Support</u>	<u>Subcontracted Area Agency Program Services</u>	<u>In House Area Agency ISO Program</u>	<u>Total DDS Funded</u>	<u>Other Non DDS Funded</u>	<u>Railroad Street Mill, Inc.</u>	<u>Total Non DDS Funded</u>	<u>2020 Total</u>	<u>Eliminations</u>	<u>Consolidated Totals 2020</u>	<u>Consolidated Totals 2019</u>
Medicaid	\$ 283,303	\$ 1,055,166	\$ 794,644	\$ 20,738,008	\$ 6,829,334	\$ 29,700,455	\$ 38,012	\$ -	\$ 38,012	\$ 29,738,467	\$ -	\$ 29,738,467	\$ 28,772,903
State of New Hampshire - DDS	-	127,031	74,591	444,484	213,199	859,305	6,717	-	6,717	866,022	-	866,022	863,278
Residential fees	-	-	-	73,824	156,338	230,162	44,220	-	44,220	274,382	-	274,382	309,488
Other program fees	-	-	(5,336)	-	417,345	412,009	54,950	-	54,950	466,959	-	466,959	551,101
Grants	1,037,764	-	68,096	-	-	1,105,860	-	-	-	1,105,860	-	1,105,860	69,354
Rental income	-	-	2,400	-	-	2,400	96,565	322,668	419,233	421,633	(249,593)	172,040	220,441
Vocational rehabilitation fees	-	-	-	-	55,690	55,690	-	-	-	55,690	-	55,690	39,081
Client resources	52,063	48	-	69,794	44,141	166,046	7,764	-	7,764	173,810	-	173,810	136,406
Production/service income	-	-	(38)	-	7,600	7,562	630	-	630	8,192	-	8,192	4,270
Contributions and other public support	27,340	-	456	-	-	27,796	-	-	-	27,796	-	27,796	62,715
United Way	-	-	16,818	-	-	16,818	-	-	-	16,818	-	16,818	22,479
Investment income	2,570	-	-	-	-	2,570	-	174	174	2,744	-	2,744	1,720
Other income	13,049	-	5,375	9,120	22,312	49,856	3,048	-	3,048	52,904	-	52,904	83,187
Total functional revenues	\$ 1,416,089	\$ 1,182,245	\$ 957,006	\$ 21,335,230	\$ 7,745,959	\$ 32,636,529	\$ 251,906	\$ 322,842	\$ 574,748	\$ 33,211,277	\$ (249,593)	\$ 32,961,684	\$ 31,136,423

MONADNOCK DEVELOPMENTAL SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
<u>U.S. Department of Housing and Urban Development</u>				
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871	Keene Housing	Unknown	\$ 20,172
Total U.S. Department of Housing and Urban Development				\$ 20,172
<u>U.S. Department of the Treasury</u>				
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A	\$ 1,037,764
Total U.S. Department of the Treasury				\$ 1,037,764
<u>U.S. Department of Education</u>				
Special Education - Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	\$ 152,400
Total U.S. Department of Education				\$ 152,400
<u>U.S. Department of Health & Human Services</u>				
Social Services Block Grant	93.667	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7858	\$ 39,096
Total U.S. Department of Health & Human Services				\$ 39,096
TOTAL				\$ 1,249,432

See Notes to Schedule of Expenditures of Federal Awards

MONADNOCK DEVELOPMENTAL SERVICES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Monadnock Developmental Services, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Monadnock Developmental Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Monadnock Developmental Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

MDS - 2020 BOD

<u>Board Member</u>	<u>Term Effective</u>	<u>Term Ends</u>	<u>Title</u>	<u>Address</u>	<u>Town</u>	<u>State</u>	<u>Zip</u>	<u>Tel.</u>
Michael Forrest	12/1/2020	11/30/2023	member					
James Schofield	12/1/2020	11/30/2023	President					
Timothy Jordan	12/1/2020	11/30/2023	Treasurer					
Beth Provost	12/1/2018	11/30/2021	Secretary					
Mickey Cronin	12/1/2020	11/30/2023	Vice President					
Elizabeth Kenney	12/1/2018	11/30/2021	member					
Terry Manahan	12/1/2020	11/30/2023	member					
Adele Remillard	12/1/2019	11/30/2022	member					
Ben Schiffelbein	2/19/2018	11/30/2020	member					
Sand Seligman	12/1/2020	11/30/2023	member					
Jeanne Hearn	12/1/2020	11/30/2023	member					
Steven Nelson	12/1/2018	11/30/2021	member/Council Liason					

Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

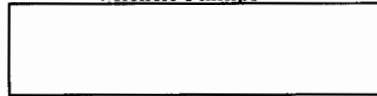
December 2007 – present

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

Michele Phillips



Education

BA, Human Services
Cum Laude
Associates Degree,
Human Services

Franklin Pierce University

2012

NH Community Technical College

2007

Monadnock Developmental Services

Partners In Health Coordinator

2021 - current

Project SEARCH Program Instructor

2018 - 2021

Direct Support

2015 - 2018

Monadnock Developmental Services, Inc (Partners In Health)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Philips	PIH Coordinator	\$30,907	26%	\$8,167
Lynn Yeiter	Children's Services Supervisor	\$49,452	14%	\$7,000



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

53 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,760

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is fluid and cursive, with a large initial "J" and "M".

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
		Subtotal		\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
		Subtotal		\$156,664

**Attachment A
Financial Details**

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health
2. Lakes Region Community Services
3. Community Crossroads
4. VNA Home Health & Hospice Services, Inc.
5. Community Partners
6. Gateways Community Services
7. Monadnock Developmental Services, Inc.
8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-
3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH Family Voices

5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only)

6.

7.

8.

9.

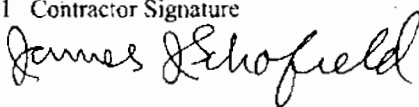
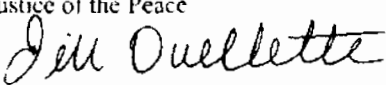
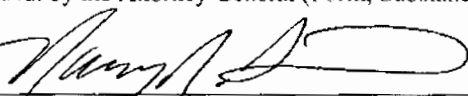
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-05)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-1304	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Schofield President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>May 20, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] JILL M. OUELLETTE Notary Public - New Hampshire My Commission Expires October 25, 2022			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory <u>Deborah D. Scheetz, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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 Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region V as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.4.1. Flexible services using the elements of Family Centered Care;
 - 2.4.2. Strengths-based assessment and planning;

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- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by:
 - 2.5.1. Providing referrals to community services and supports.
 - 2.5.2. Collaborating with other area organizations to educate the organizations regarding the program and to gain support for PIH families/young adults.
 - 2.5.3. Assisting families and/or young adults, as needed with:
 - 2.5.3.1. Completing grant applications;
 - 2.5.3.2. Locating and initiating:
 - 2.5.3.2.1. Support groups;
 - 2.5.3.2.2. Transportation; and
 - 2.5.3.2.3. Educational conferences and workshops.
 - 2.5.3.3. Understanding insurance, housing and public assistance benefits; and
 - 2.5.3.4. Obtaining funding for medical expenses not covered by insurance.
 - 2.5.4. Attending school meetings, as needed, to support families and/or young adults with developing 504 Plans and Individualized Education Program (IEP) Plans.
 - 2.5.5. Supporting young adults in transition to ensure they are equipped to manage their health care needs as adults.
 - 2.5.6. Referring families of children and youth to camps and other recreational resources that:
 - 2.5.6.1. Support the unique needs of the child;
 - 2.5.6.2. Provide condition-related education; and
 - 2.5.6.3. Encourage the development of independence.
- 2.6. The Contractor shall ensure the PIH Family Support Coordinator (FSC) responds to all referrals with an initial telephone screening followed by an in-person meeting at a mutually agreed upon time and location.
- 2.7. The Contractor shall ensure that, at intake, the FSC:

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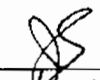


- 2.7.1. Assists the family with completing the application, which includes an assessment that identifies the highest priority needs of the family and/or young adult as well as the strengths and assets individuals possess that will assist in meeting the identified needs.
- 2.7.2. Develops a preliminary plan of action with the family and/or young adult.
- 2.7.3. Provides resource information based on the families most pressing needs.
- 2.8. The Contractor shall process eligibility requests by ensuring the FSC:
 - 2.8.1. Sends the request for diagnosis verification to the child's physician or specialist and, upon return receipt of the medical documentation, reviews it and confirms the applicant has a chronic health condition, as defined by NH Administrative Rule He-M 523.02(d).
 - 2.8.2. Requests a review by a Department clinician to make the eligibility determination in the event that information regarding eligibility is inconclusive.
 - 2.8.3. Requests an extension for eligibility determination from the applicant if the Department review cannot be completed within the required fifteen (15) days.
 - 2.8.4. Determines the applicant to be ineligible for services and informs the applicant of their right to re-apply for services, in the event that the applicant refuses the FSC's request for an extension.
 - 2.8.5. Notifies the applicant in writing of the eligibility determination within fifteen (15) days of the verification of diagnosis.
 - 2.8.6. Completes a re-determination of eligibility for each program recipient by:
 - 2.8.6.1. Obtaining an updated application on an annual basis.
 - 2.8.6.2. Reviewing the recipient's action plan on an annual basis.
- 2.9. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.10. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.11. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development.

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- 2.12. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.13. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
 - 2.13.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.13.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.13.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.13.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.13.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.13.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
 - 2.13.7. Practitioners work with families to mobilize formal and informal resources to support family development.
 - 2.13.8. Programs are flexible and continually responsive to emerging family and community issues.
 - 2.13.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.14. The Contractor shall support families and CYSHCN by ensuring the FSC:
 - 2.14.1. Shares educational opportunities with families.
 - 2.14.2. Attends school meetings.
 - 2.14.3. Assists with educating school nurses and other support staff on care for CYSHCN.
 - 2.14.4. Collaborates with social workers and Care Coordinators.
 - 2.14.5. Promotes training for youth and parents regarding advocacy and special education rights which may include, but is not limited to training provided by:


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- 2.14.5.1. Leadership Series through University of New Hampshire's Institute on Disability, Youth Advocacy Conferences
- 2.14.5.2. Youth for Education and Advocacy in Healthcare (YEAH) Council through New Hampshire Family Voices
- 2.14.5.3. A youth committee of the local Council.
- 2.15. The Contractor shall collaborate with families, school staff, and primary care doctors to ensure students with a chronic health conditions receive the supports needed in order to:
 - 2.15.1. Remain in school.
 - 2.15.2. Excel in academics.
 - 2.15.3. Participate in extracurricular activities.
- 2.16. The Contractor shall ensure the FSC utilizes the Staff Self-Reflection checklist during encounters and Participant Surveys with all participants and adjusts work methods and work load accordingly.
- 2.17. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.18. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall ensure the FSC:
 - 2.18.1. Maintains established by-laws.
 - 2.18.2. Maintains an orientation manual and training materials for new members.
 - 2.18.3. Maintains policies regarding use of flex funds.
 - 2.18.4. Reviews year-to-date use of flex funds at each monthly meeting.
 - 2.18.5. Reviews special requests for additional spending for families, when required.
 - 2.18.6. Reviews the Department audit and satisfaction survey results on alternating years.
 - 2.18.7. Develops a plan, based on the audit and satisfaction surveys, that informs efforts for the following year and addresses all areas identified as needing improvement.
- 2.19. The Contractor shall ensure the FSC meets with PIH Family Council members on a monthly basis to:
 - 2.19.1. Review progress on the Council's goals.

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- 2.19.2. Review the success of completed initiatives.
- 2.19.3. Identify additional goals and activities to meet the identified goals.
- 2.20. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
 - 2.20.1. Child health services.
 - 2.20.2. Early supports and services providers.
 - 2.20.3. Parent information centers.
 - 2.20.4. State benefit programs.
 - 2.20.5. Local schools.
 - 2.20.6. Local hospitals and medical providers.
 - 2.20.7. Local town and state governments.
- 2.21. The Contractor shall provide educational opportunities to families, and training and support activities to PIH Family Councils by ensuring the FSC communicates with families and PIH Family Councils through:
 - 2.21.1. Monthly mailings through either email or the US Postal Service that notify families and PIH Family Councils of training and activities available in the region and State.
 - 2.21.2. Quarterly newsletters "The Clipboard" that feature state and local resources, agency updates and articles featuring PIH activities.
 - 2.21.3. Monthly email communication of upcoming events and critical, time sensitive information including, but not limited to:
 - 2.21.3.1. Training sessions and programs that are available.
 - 2.21.3.2. Advocacy opportunities.
 - 2.21.3.3. Legislation of interest to families and CYSHCN.
- 2.22. The Contractor shall ensure the FSC inform families of events which may include, but are not limited to:
 - 2.22.1. Child and Family Collaboration Conference.
 - 2.22.2. Leadership training through UNH- IOD.
 - 2.22.3. Parent Information Center (PIC) workshops including, but not limited to topics regarding:
 - 2.22.3.1. IEP.
 - 2.22.3.2. 504 Plans.

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- 2.22.3.3. Transitioning.
- 2.22.4. Youth advocacy conferences and training.
- 2.22.5. Peer mentoring and support groups.
- 2.22.6. Parent-to- parent connections.
- 2.23. The Contractor shall collaborate with families to identify priorities and needs of individuals served while increasing independence in managing children's chronic health conditions.
- 2.24. The Contractor shall utilize the Transition Readiness Assessment Questionnaire (TRAQ) as a required planning element for youth who are fourteen (14) years of age and older and their families. The Contractor shall ensure the FSC:
 - 2.24.1. Listens to the families and young adults to ensure support needs are clearly identified;
 - 2.24.2. Provides information regarding parent-to-parent and peer connections with other individuals who are on similar journeys;
 - 2.24.3. Identifies resources including, but not limited to NH Family Voices and Parent Information Center, that may be available to individuals and families;
 - 2.24.4. Offers workshops and training to families, youth and young adults on topics of interest, as requested;
 - 2.24.5. Encourages parents to attend local and national conferences; and
 - 2.24.6. Assists parents and youth to develop and nurture their natural support systems.
- 2.25. The Contractor shall respond to emerging issues identified by state agencies, communities, PIH Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.26. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.26.1. Biennial Department Survey.
 - 2.26.2. Biennial PIH Audit.
 - 2.26.3. Contract Compliance Reviews.
- 2.27. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.

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- 2.28. The Contractor shall participate in evaluation activities including, but not limited to:
- 2.28.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
 - 2.28.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.29. The Contractor shall ensure the FSC and PIH Family Council develop and utilize a survey for annual renewals, intakes, and sponsored events in order to identify trends, which will be used to inform partners of emerging needs and areas for program improvement.

3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
- 3.2.1. Participates in quarterly meetings with the Department;
 - 3.2.2. Provides supervision to the FSC; and
 - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
- 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
- 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.

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- 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
- 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
- 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.7.1. Program needs.
 - 3.7.2. The individual's experience.
 - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
 - 3.8.1. PIH staff orientation.
 - 3.8.2. Database training.
 - 3.8.3. LAS Meetings, at least quarterly.
 - 3.8.4. FSC supervision meetings, at least monthly.
 - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
 - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall ensure the LAS and FSC receive training in the following areas:
 - 3.9.1. Family Centeredness.
 - 3.9.2. Family Strengthening.
 - 3.9.3. Embracing Diversity.
 - 3.9.4. Community Building.
 - 3.9.5. Evaluation.
 - 3.9.6. New Hampshire Healthy Homes Conference.
 - 3.9.7. Special Medical Services Joint Coordinators meetings.
 - 3.9.8. IEP and 504 plan training through Parent Information Center.
 - 3.9.9. Workplace Harassment Training.

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- 3.9.10. Standards of Quality for Family Strengthening and Support Training.
 - 3.9.11. Diabetes Education.
 - 3.9.12. Essentials for childhood: The Prevention Connection.
 - 3.9.13. Children and Families Collaboration Conference.
 - 3.9.14. Monadnock United Way Child Impact Class.
 - 3.9.15. Cultural Competency and Diversity.
 - 3.9.16. First Aid.
 - 3.9.17. Medicaid and the False Claims Act.
 - 3.9.18. Database training.
 - 3.9.19. Transitions.
- 3.10. The Contractor shall ensure the LAS provides program orientation, training, and support in database management to any new FSC.

4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receiving the data.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.

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- 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.

6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty (60) families per State Fiscal Year.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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5/20/19

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	\$ -	\$ 15,133.38	\$ 11,134.38	\$ -	\$ 11,134.38	\$ 3,999.00	\$ -	\$ 3,999.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
14. AA GM (3%)	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,290.88	\$ 9,318.12	\$ 79,609.00	\$ 38,124.88	\$ 2,318.12	\$ 40,443.00	\$ 32,166.00	\$ 7,000.00	\$ 39,166.00

Indirect As A Percent of Direct

13.3%

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New Hampshire Department of Health and Human Services

Contractor name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	\$ -	\$ 15,133.38	\$ 11,134.38	\$ -	\$ 11,134.38	\$ 3,999.00	\$ -	\$ 3,999.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
14. AA GM (3%)	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,290.88	\$ 9,318.12	\$ 79,609.00	\$ 38,124.88	\$ 2,318.12	\$ 40,443.00	\$ 32,166.00	\$ 7,000.00	\$ 39,166.00

Indirect As A Percent of Direct

13.3%

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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;

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

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Exhibit C



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

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

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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

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

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

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

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

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

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

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

JS
5/20/19

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

Date 5/20/19

James Schofield
Name: James J. Schofield
Title: 5/20/19
President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

Date 5/20/19

James J. Schofield
Name: James J. Schofield
Title: President

Exhibit E – Certification Regarding Lobbying

Vendor Initials JS



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

JS
5/20/19



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

James J. Schofield

Date

5/20/19

Name:
Title:

James J. Schofield
President

Vendor Initials

Date

JS
5/20/19



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Vendor Initials

JS
Date 5/20/19

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Date 5/20/19

Vendor Name:

James Schofield
JAMES J. SCHOFIELD

Name:

Title:

President

Exhibit G

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

Vendor Initials

JS

Date

5/20/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

James Schofield
James J. Schofield

Name:

Title:

President

Date

5/20/19

Vendor Initials

JS

Date

5/20/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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

[Handwritten Signature]

5/20/19



Exhibit I

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

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

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

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5/20/19



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JS
5/20/19



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Signature]
5/20/19



Exhibit I

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

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

Department of Health and Human Services
The State

Deborah D. Schetz
Signature of Authorized Representative

Deborah D. Schetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-23-19
Date

MONADNOCK DORNBEMENTAL SOC.
Name of the Vendor

James Schofield
Signature of Authorized Representative

JAMES J. SCHOFIELD
Name of Authorized Representative

President
Title of Authorized Representative

5/20/19
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 Vendor 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 Vendor 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.

Vendor Name:

5/20/19
Date

James Schofield
JAMES J. SCHOFIELD
Name: President
Title:

JS
5/20/19

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Signature]
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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

A handwritten signature in black ink, appearing to be "JF", is written over the "Contractor Initials" label.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Signature]
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New Hampshire Department of Health and Human Services

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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


5/20/19

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and VNA Home Health & Hospice Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$513,328.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool.
The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination.
 - 2.1.1.2. Review, reassess and update needs assessments with each family or youth biannually and more often as needed; and
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Exhibit A, Scope of Services, Section 3, Scope of Services, by adding Subsection 2.25, to

RFP-2020-DLTSS-01-PARTN-06-A01

VNA Home Health and Hospice
Services, Inc.

Contractor Initials:

DS
RC

read:

2.25. The Contractor shall maintain a minimum caseload of sixty (60) individuals per state fiscal year.

5. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1, to read:

4.1. The Contractor shall provide quarterly reports that include, but are not limited to:

4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.

4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.

4.1.3. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who identified a minimum of one (1) TRAQ goal.

4.1.4. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who met a minimum of one (1) of the previous year's TRAQ goals.

6. Modify Exhibit A, Scope of Services, Section 4, Reporting, by adding Subsection 4.3, to read:

4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:

4.1.1. Factors that contributed to the noncompliance;

4.1.2. The proposed plan to correct the noncompliance;

4.1.3. Personnel responsible for implementing the corrective plan; and

4.1.4. Plan to mitigate noncompliance issues in the future.

7. Modify Exhibit A, Scope of Services, Section 6, Deliverables, to read:

6. Performance Measures

6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty-one (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.

6.2. The Contractor shall ensure 70% of young adults ages fourteen (14) and older and/or their family caregiver meet a minimum of one (1) of the previous year's transition goals.

6.3. The Contractor shall ensure 85% of the Department approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.

8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #1 Budget.

9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:

5.1. The Contractor shall budget a minimum of \$20,000 per site for Flex Funds to be applied toward family support services and activities, of which a maximum of \$6,000 may be directed toward all PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis.

10. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

11. Add Exhibit B-4, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/16/2021

Date

DocuSigned by:
Christine Santaniello

Name: Christine Santaniello
Title: Director

VNA Home Health & Hospice Services, Inc.

6/16/2021

Date

DocuSigned by:
Rachel Chaddock

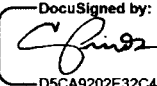
Name: Rachel Chaddock
Title: Vice President, Home and Community Services

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

Date

DocuSigned by:

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: VNA Home Health & Hospice Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 67,856.00	\$ -	\$ 67,856.00	\$ 29,524.00	\$ -	\$ 29,524.00	\$ 38,332.00	\$ -	\$ 38,332.00
2. Employee Benefits	\$ 20,357.00	\$ -	\$ 20,357.00	\$ 20,357.00	\$ -	\$ 20,357.00	\$ -	\$ -	\$ -
3. Consultants	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 2,840.00	\$ -	\$ 2,840.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 299.00	\$ -	\$ 299.00	\$ 299.00	\$ -	\$ 299.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,662.00	\$ -	\$ 2,662.00	\$ 2,662.00	\$ -	\$ 2,662.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 362.00	\$ -	\$ 362.00	\$ 362.00	\$ -	\$ 362.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (occupancy cost, mgt fees)	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ -	\$ -
13. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 134,376.00	\$ 12,337.00	\$ 146,713.00	\$ 56,044.00	\$ 12,337.00	\$ 68,381.00	\$ 78,332.00	\$ -	\$ 78,332.00

Indirect As A Percent of Direct

6.2%

Exhibit B-4, Exhibit #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: VNA Home Health & Hospice Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 69,530.00	\$ -	\$ 69,530.00	\$ 31,198.00	\$ -	\$ 31,198.00	\$ 38,332.00	\$ -	\$ 38,332.00
2. Employee Benefits	\$ 20,859.00	\$ -	\$ 20,859.00	\$ 20,859.00	\$ -	\$ 20,859.00	\$ -	\$ -	\$ -
3. Consultants	\$ 2,925.00	\$ -	\$ 2,925.00	\$ 2,925.00	\$ -	\$ 2,925.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 308.00	\$ -	\$ 308.00	\$ 308.00	\$ -	\$ 308.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,741.00	\$ -	\$ 2,741.00	\$ 2,741.00	\$ -	\$ 2,741.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 373.00	\$ -	\$ 373.00	\$ 373.00	\$ -	\$ 373.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Occupancy costs and mgt fees	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ -	\$ -
13. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 136,736.00	\$ 12,707.00	\$ 149,443.00	\$ 58,404.00	\$ 12,707.00	\$ 71,111.00	\$ 78,332.00	\$ -	\$ 78,332.00

Indirect As A Percent of Direct

9.3%

State of New Hampshire

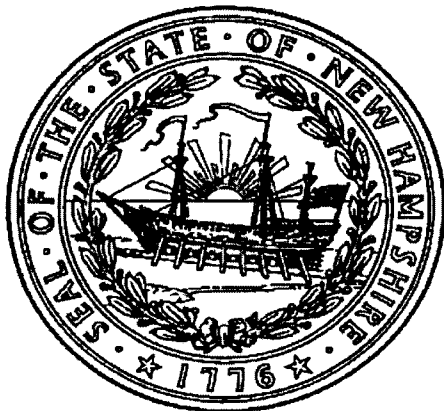
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA HOME HEALTH & HOSPICE SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 04, 1897. 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: **65720**

Certificate Number: **0005357711**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

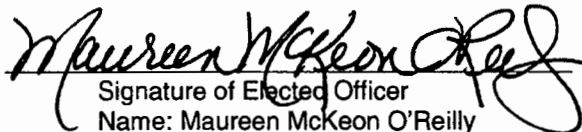
I, Maureen McKeon O'Reilly, hereby certify that:

1. I am a duly elected Secretary of VNA Home Health and Hospice Services, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on January 14, 2021, at which a quorum of the Trustees were present and voting.

VOTED: That Rachel Chaddock, Vice President Home and Community Services is duly authorized on behalf of VNA Home Health and Hospice Services, Inc. to enter into contracts and agreements with third with third parties, including the State of New Hampshire and any of its agencies or departments having a total value of \$100,000.00 or less, and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/15/2021


Signature of Elected Officer
Name: Maureen McKeon O'Reilly
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/15/2021

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED VNA Home Health and Hospice Services Inc. 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Elliot Health System</td> <td>C2753</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Elliot Health System	C2753	INSURER B: Safety National Casualty Corporation	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Elliot Health System	C2753														
INSURER B: Safety National Casualty Corporation	15105														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W21254214

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			SELF INSURED TRUST	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Physician Professional Claims Made			SELF INSURED TRUST	07/01/2021	07/01/2022	Each Medical Incident 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED VNA Home Health and Hospice Services Inc. 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage is hereby evidenced to the Certificate Holder and the Covered Person. It is agreed and understood that coverage is provided to the Covered Person only while acting as an employee of Elliot Health System or its subsidiaries or affiliates and within the scope of defined duties.

INSURER AFFORDING COVERAGE: Safety National Casualty Corporation
POLICY NUMBER: AGC4063712 EFF DATE: 09/01/2020 EXP DATE: 09/01/2021

NAIC#: 15105

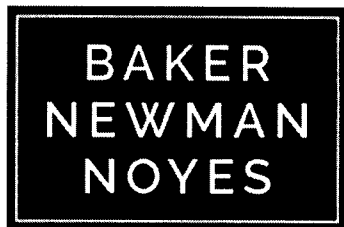
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EACH ACCIDENT	\$1,000,000
	DISEASE - POLICY LIM	\$1,000,000
	Statutory Excess SIR	\$650,000



VNA Home Health & Hospice Services, Inc.

Mission Statement

*We are dedicated to promoting healing,
independence, wellness, and comfort for
individuals and their families, while enhancing the
quality and dignity of human life.*



Elliot Health System and Affiliates

**Audited Consolidated Financial Statements
and Other Financial Information**

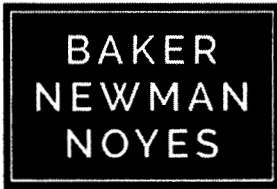
*Years Ended June 30, 2020 and 2019
With Independent Auditors' Report*

ELLIOT HEALTH SYSTEM AND AFFILIATES
AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND OTHER FINANCIAL INFORMATION

June 30, 2020 and 2019

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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Elliot Health System

We have audited the accompanying consolidated financial statements of Elliot Health System and Affiliates (the System), which comprise the consolidated balance sheets as of June 30, 2020 and 2019, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, 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 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.

Board of Directors
Elliot Health System

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the System as of June 30, 2020 and 2019, and the results of its operations, 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 11, 2020

ELLIOT HEALTH SYSTEM AND AFFILIATES**CONSOLIDATED BALANCE SHEETS**

June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$139,661,563	\$ 83,196,511
Accounts receivable (notes 2, 5 and 11)	30,174,519	47,055,288
Inventories	5,239,643	4,380,747
Other current assets (notes 2 and 15)	<u>27,596,621</u>	<u>17,686,613</u>
Total current assets	202,672,346	152,319,159
Property, plant and equipment, less accumulated depreciation (notes 4 and 5)	216,664,558	202,710,683
Investments (notes 6 and 13)	97,182,629	75,712,637
Other assets (notes 2 and 15)	11,349,656	14,736,615
Assets whose use is limited (notes 6 and 13):		
Board designated and donor restricted investments	143,245,413	139,259,925
Held by trustee under revenue bond and note agreements	172,853	3,250
Employee benefit plans and other (note 2)	22,248,589	19,813,013
Beneficial interest in perpetual trusts (note 2)	<u>7,564,017</u>	<u>7,438,506</u>
	<u>173,230,872</u>	<u>166,514,694</u>
Total assets	<u>\$701,100,061</u>	<u>\$611,993,788</u>

LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 34,661,975	\$ 35,394,215
Accrued salaries, wages and related accounts	34,724,571	33,952,271
Accrued interest	1,707,456	1,741,690
Amounts payable to third-party payors (notes 2 and 3)	75,135,643	20,512,332
Current portion of long-term debt (note 5)	<u>8,504,358</u>	<u>6,020,428</u>
Total current liabilities	154,734,003	97,620,936
Accrued pension (note 8)	129,071,866	96,853,321
Self-insurance reserves and other liabilities (note 2)	49,037,630	39,988,107
Long-term debt, less current portion (note 5)	<u>167,130,364</u>	<u>156,253,532</u>
Total liabilities	499,973,863	390,715,896
Net assets:		
Without donor restrictions	169,202,086	194,214,667
With donor restrictions (note 7)	<u>31,924,112</u>	<u>27,063,225</u>
Total net assets	201,126,198	221,277,892
Total liabilities and net assets	<u>\$701,100,061</u>	<u>\$611,993,788</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating revenues:		
Patient service revenues	\$ 524,541,198	\$554,054,433
Investment income (note 6)	5,825,582	5,552,942
Other revenues	<u>52,366,507</u>	<u>32,793,411</u>
Total operating revenues	582,733,287	592,400,786
Expenses (note 10):		
Salaries, wages and fringe benefits (note 8)	360,363,211	354,730,841
Supplies and other expenses (note 12)	159,143,945	163,521,167
Depreciation and amortization	21,873,770	21,040,931
New Hampshire Medicaid Enhancement Tax (note 14)	23,697,723	22,564,148
Interest	<u>6,859,877</u>	<u>6,946,906</u>
Total expenses	<u>571,938,526</u>	<u>568,803,993</u>
Income from operations	10,794,761	23,596,793
Nonoperating gains (losses), net:		
Investment (loss) return, net (notes 2 and 6)	(866,753)	5,404,253
Other (notes 2 and 9)	(2,408,357)	(3,367,446)
Net periodic pension (cost) gain, net of service cost (note 8)	<u>(1,472,085)</u>	<u>2,589,438</u>
Nonoperating (losses) gains, net	<u>(4,747,195)</u>	<u>4,626,245</u>
Consolidated excess of revenues and nonoperating gains (losses) over expenses	6,047,566	28,223,038
Noncontrolling interest in the net gain of consolidated affiliates	<u>—</u>	<u>(47,920)</u>
Excess of revenues and nonoperating gains(losses) over expenses attributable to Elliot Health System	6,047,566	28,175,118
Transfer to SolutionHealth	(985,542)	(706,222)
Pension adjustment (note 8)	(30,045,939)	(25,338,867)
Changes in noncontrolling interest in consolidated affiliates	—	(1,587,968)
Transfer of balances between funds	<u>(28,666)</u>	<u>—</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (25,012,581)</u>	<u>\$ 542,061</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended June 30, 2020 and 2019

	Elliot Health System			Non-controlling Interests in Consolidated Affiliates	Total Net Assets
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total Elliot Health System Net Assets		
Balances at July 1, 2018	\$193,672,606	\$19,378,268	\$213,050,874	\$ 572,827	\$213,623,701
Excess of revenues and nonoperating gains over expenses	28,175,118	—	28,175,118	47,920	28,223,038
Restricted gifts and bequests	—	7,432,590	7,432,590	—	7,432,590
Investment return, net (note 6)	—	277,895	277,895	—	277,895
Net unrealized loss on investments (notes 2 and 6)	—	(25,528)	(25,528)	—	(25,528)
Pension adjustment (note 8)	(25,338,867)	—	(25,338,867)	—	(25,338,867)
Transfer to SolutionHealth	(706,222)	—	(706,222)	—	(706,222)
Changes in noncontrolling interest in consolidated affiliates	(1,587,968)	—	(1,587,968)	(620,747)	(2,208,715)
Increase in net assets	<u>542,061</u>	<u>7,684,957</u>	<u>8,227,018</u>	<u>(572,827)</u>	<u>7,654,191</u>
Balances at June 30, 2019	194,214,667	27,063,225	221,277,892	—	221,277,892
Excess of revenues and nonoperating (losses) gains over expenses	6,047,566	—	6,047,566	—	6,047,566
Restricted gifts and bequests	—	4,907,277	4,907,277	—	4,907,277
Investment return, net (note 6)	—	163,282	163,282	—	163,282
Net unrealized loss on investments (notes 2 and 6)	—	(238,338)	(238,338)	—	(238,338)
Pension adjustment (note 8)	(30,045,939)	—	(30,045,939)	—	(30,045,939)
Transfer to SolutionHealth	(985,542)	—	(985,542)	—	(985,542)
Transfer of balances between funds	(28,666)	28,666	—	—	—
(Decrease) increase in net assets	<u>(25,012,581)</u>	<u>4,860,887</u>	<u>(20,151,694)</u>	<u>—</u>	<u>(20,151,694)</u>
Balances at June 30, 2020	<u>\$169,202,086</u>	<u>\$31,924,112</u>	<u>\$201,126,198</u>	<u>\$ —</u>	<u>\$201,126,198</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating activities and net gains and losses:		
(Decrease) increase in net assets	\$(20,151,694)	\$ 7,654,191
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities and net gains and losses:		
Depreciation and amortization	21,873,770	21,040,931
Loss on disposal of property, plant and equipment	81,812	8,331
Restricted investment income and net gain on investments	(163,282)	(277,895)
Restricted gifts and bequests	(4,907,277)	(7,432,590)
Transfer to SolutionHealth	985,542	706,222
Pension adjustment	30,045,939	25,338,867
Net realized and unrealized gains and losses on investments	1,741,134	(4,864,276)
Changes in operating assets and liabilities:		
Accounts receivable	16,880,769	4,463,535
Inventories	(858,896)	(579,122)
Other current and noncurrent assets	(6,523,049)	(6,392,783)
Accounts payable and accrued expenses	(732,240)	6,484,345
Accrued salaries, wages and related accounts	772,300	883,458
Accrued interest	(34,234)	(33,816)
Accrued pension	2,172,605	(3,527,790)
Self-insurance reserves and other liabilities	9,049,524	2,142,852
Amounts payable to third-party payors	<u>54,623,311</u>	<u>4,267,454</u>
Net cash provided by operating activities and net gains and losses	104,856,034	49,881,914
Investing activities:		
Acquisition of property, plant and equipment	(35,815,988)	(33,316,868)
Net change in assets whose use is limited	(8,653,671)	5,917,220
Net change in investments	<u>(21,273,633)</u>	<u>(17,408,525)</u>
Net cash used by investing activities	(65,743,292)	(44,808,173)
Financing activities:		
Proceeds from the issuance of long-term debt	20,850,000	—
Repayment of long-term debt	(7,582,707)	(5,581,963)
Restricted investment income and net gain on investments	163,282	277,895
Transfer to SolutionHealth	(985,542)	(706,222)
Restricted gifts and bequests	<u>4,907,277</u>	<u>7,432,590</u>
Net cash provided by financing activities	<u>17,352,310</u>	<u>1,422,300</u>
Increase in cash and cash equivalents	56,465,052	6,496,041
Cash and cash equivalents at beginning of year	<u>83,196,511</u>	<u>76,700,470</u>
Cash and cash equivalents at end of year	<u>\$139,661,563</u>	<u>\$ 83,196,511</u>

See accompanying notes.

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

1. **Organization**

Elliot Health System and Affiliates (the System) consists of Elliot Health System (EHS), a not-for-profit corporation which functions as a parent company to several not-for-profit and for-profit health care entities, and its wholly-owned subsidiaries. EHS is the sole member of the following not-for-profit entities: Elliot Hospital, a provider of health care services whose affiliates also include Elliot Physician Network (EPN), a network of primary care physicians, and Elliot Professional Services (EPS), a network of specialty care physicians (collectively referred to as the Hospital); Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates (the VNA), a provider of home health care and hospice services; and Mary and John Elliot Charitable Foundation, a charitable foundation which supports the System. EHS is also the sole stockholder of Elliot Health System Holdings, Inc. and Subsidiaries, a for-profit corporation which owns interests in health care related and real estate development partnerships and provides real estate and business management services. The sole corporate member of the System is SolutionHealth, Inc.

Elliot Hospital (excluding EPN and EPS) and EHS comprise the Obligated Group as defined under a Master Trust Indenture dated November 1, 2016 (as amended) under the 2013 and 2016 bond offerings. See note 5.

The System also participates in certain other strategic affiliation and joint operating agreements with outside entities.

2. **Significant Accounting Policies**

The accounting policies that affect the more significant elements of the financial statements of the System are summarized below:

Principles of Consolidation

The financial statements include the accounts of EHS and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in the consolidation. Noncontrolling interests in less-than-wholly-owned subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating gains from these subsidiaries are included in the amounts presented on the statements of operations. Excess of revenues and nonoperating gains (losses) over expenses attributable to the System separately presents the amounts attributable to the controlling interest for each of the years presented.

Noncontrolling Interests

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying financial statements include all assets, liabilities, revenues and expenses at their amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System. In May 2019, the System purchased the remaining portion of equity in a consolidated affiliate that was not previously owned by the System. As of June 30, 2019, there was no longer noncontrolling interest in consolidated affiliates as the System controls 100% of all subsidiaries.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Charity Care

The System's patient acceptance policy is based on its mission and its community service responsibilities. Accordingly, the System accepts patients in immediate need of care, regardless of their ability to pay. It does not pursue collection of amounts determined to qualify as charity care based on established policies. These policies define charity care as those services for which no payment is due for all or a portion of the patient's bill. For financial reporting purposes, charity care is excluded from patient service revenue.

In estimating the cost of providing charity care, the System uses the ratio of average patient care cost to gross charges and then applies that ratio to the gross uncompensated charges associated with providing charity care.

Cash and Cash Equivalents

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Accounts Receivable

For accounts receivable resulting from revenue recognized prior to July 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, which the System adopted effective July 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. For accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2019, the estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts.

Patient Service Revenues

Prior to the adoption of ASU 2014-09 by the System on July 1, 2019, the System recognized patient service revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the System's uninsured patients were unable or unwilling to pay for services provided. Thus, the System recorded a provision for bad debts related to uninsured patients in the period the services were provided. The System adopted the new standard effective July 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Revenues generally relate to contracts with patients in which the System's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for inpatient services are generally satisfied over a period of days. Performance obligations for outpatient services are generally satisfied over a period of less than one day. The contractual relationships with patients, in most cases, also involve a third-party payor (Medicare, Medicaid, managed care health plans and commercial insurance companies, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by Medicare and Medicaid or negotiated with managed care health plans and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. Medicare generally pays for inpatient and outpatient services at prospectively determined rates based on clinical, diagnostic and other factors. Services provided to patients having Medicaid coverage are generally paid at prospectively determined rates per discharge, per identified service or per covered member. Agreements with commercial insurance carriers, managed care and preferred provider organizations generally provide for payments based upon predetermined rates per diagnosis, per diem rates or discounted fee-for-service rates. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

The collection of outstanding receivables for Medicare, Medicaid, managed care payers, other third-party payors and patients is the System's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts, including patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities that represent a majority of hospital revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of our accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling twelve-months accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At June 30, 2020 and 2019, estimated implicit price concessions of \$19,805,457 and \$21,906,660, respectively, had been recorded as reductions to accounts receivable balances to enable the System to record revenues and accounts receivable at the estimated amounts expected to collected.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)**Income Taxes**

The System and all related entities, with the exception of Elliot Health System Holdings, Inc. and Subsidiaries, are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the financial statements. Elliot Health System Holdings, Inc. is a holding company and its subsidiaries are for-profit companies subject to federal and state taxation. Income taxes are recorded based upon the asset and liability method.

At June 30, 2020 and 2019, the System has recorded \$275,607 and \$434,784 of federal and state income taxes payable in accounts payable and accrued expenses, respectively. The total provision for federal and state current tax expense is recorded in other nonoperating gains (losses) and is \$1,260,307 and \$1,070,550 for the years ended June 30, 2020 and 2019, respectively. At June 30, 2020 and 2019, the System has a deferred tax asset of \$3,252,838 and \$3,017,169 with a corresponding valuation allowance of \$1,071,576 and \$904,901, respectively, which is included in other assets, mainly relating to depreciation differences between book and tax on property, plant and equipment.

Elliot Health System Holdings, Inc. believes that it has appropriate support for the income tax positions taken and to be taken on tax returns, and that their accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Elliot Health System Holdings, Inc. has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. Elliot Health System Holdings, Inc.'s policy is to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenues and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The consolidated statements of operations also include excess of revenues and nonoperating gains (losses) over expenses attributable to both controlling and noncontrolling interests. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating gains (losses) over expenses, consistent with industry practice, include pension adjustments, changes in noncontrolling interest in consolidated affiliates, transfers to or from affiliates and certain other reclassifications.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the System in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Investments and Investment Income

Investments, including funds held by trustee under revenue bond and note agreements, are measured at fair value in the balance sheets. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including realized and unrealized gains and losses on investments, and interest and dividends) is reported as nonoperating gains (losses). The System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value whether realized or unrealized in nonoperating gains or losses.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are restricted by the donor for use in nursing education and women's and children's services. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the market value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Net assets with donor restrictions are restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Directors.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4.5%, over a long-term time horizon (greater than 7 to 10 years).

The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal intact. From time to time, certain net assets and donor restrictions may have fair values less than the amount required to be maintained by donors or by law (underwater donor restricted net assets). The System has interpreted UPMIFA to permit spending from underwater donor restricted net assets in accordance with prudent measures required under the law. At June 30, 2020 and 2019, there were no underwater donor restricted net assets.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Bond Issuance Costs/Original Issue Premium or Discount

The bond issuance costs incurred to obtain financing for construction and renovation programs and the original issue premium or discount are being amortized over the life of the bonds. The original issue premium or discount and bond issuance costs are presented as a component of the face amount of bonds payable.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair market value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs for expenditures which do not extend the lives of the related assets. The provision for depreciation is computed on the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful lives. Assets which have been purchased but not yet placed in service are included in construction and projects in progress and no depreciation expense is recorded.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized after grants are formally awarded and as the related expenditure is incurred.

Advertising Expense

Advertising costs are expensed as incurred and totaled approximately \$1,416,000 and \$1,755,000 in 2020 and 2019, respectively.

Retirement Benefits

The System maintains a defined benefit pension plan that prior to December 31, 2019 covered qualifying employees, the Elliot Health System Pension Plan (the Plan). The benefits were based on years of service and the employee's compensation during the period of employment. See note 8 for changes to this pension plan.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

The System provides a defined contribution program. Under this program, eligible employees may receive annual employer contributions to a System sponsored 403(b) plan or 401(k) plan up to 3% of annual base pay.

The System also provides matching contributions at the discretion of the System to a 403(b) plan or 401(k) plan equal to up to one-half of the employee's contribution to a maximum of 4% of their annual base pay. Total expense incurred by the System was \$6,458,625 and \$5,410,308 under these defined contribution plans for the years ended June 30, 2020 and 2019, respectively.

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2020 and 2019, \$22,248,589 and \$19,813,013, respectively, is reflected in assets whose use is limited and \$22,248,589 and \$19,813,013, respectively, in other long-term liabilities related to such agreements.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)**Workers' Compensation**

The System is self-insured for workers' compensation. The System has secured its obligation through a surety bond. The System maintains an excess insurance policy to limit its exposure on claims to \$650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant.

Employee Health and Dental Insurance

The System maintains its own self-insurance plan for employee health and dental. Under the terms of the plan, employees meeting certain eligibility requirements and their dependents are eligible for participation and, as such, the System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage.

Employee Fringe Benefits

Most of the System's entities have an earned time plan. Under this plan, each qualifying employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination subject to certain limits. The System accrues a liability for such paid leave as it is earned, which totaled approximately \$14,348,000 and \$15,278,000 at June 30, 2020 and 2019, respectively, and is recorded in accrued salaries, wages and related accounts on the accompanying consolidated balance sheets.

Malpractice Loss Contingencies

The System is insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. At June 30, 2020, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

In 2001, the System created a self-insurance trust to fund the related actuarially-determined liability for incurred but unpaid claims. The trust fund and related liability are included in the accompanying consolidated balance sheets. In accordance with Accounting Standards Update (ASU) No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2020 and 2019, the System recorded a liability of \$21,019,706 and \$17,244,125, respectively, related to estimated professional liability losses relating to reported cases as well as potentially incurred but not reported claims. At June 30, 2020 and 2019, the System also recorded a receivable of \$2,515,159 and \$4,830,031, respectively, related to estimated recoveries under insurance coverage provided by the self-insurance trust. It is the intention of management to fund the self-insurance trust as deemed necessary. The self-insurance trust has assets totaling \$6,863,752 and \$7,791,592 at June 30, 2020 and 2019, respectively. These amounts are included in self-insurance reserves and other liabilities, and other assets, respectively, on the consolidated balance sheets.

Litigation

The System is involved in litigation and regulatory reviews arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited, accounts payable, amounts payable to third-party payors and long-term debt.

The fair value of all financial instruments other than long-term debt approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value as disclosed in note 13. The fair value of the System's long-term debt is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements, and is disclosed in note 5 to the financial statements.

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. Estimates are used in the areas of accounts receivable, insurance costs, alternative investment funds, employee benefit plans, amounts payable to third-party payors and contingencies. It is reasonably possible that actual results could differ from those estimates. Adjustments made with respect to the use of estimates often relate to improved information not previously available.

Reclassifications

Certain 2019 amounts have been reclassified to permit comparison with the 2020 financial statements presentation format.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the balance sheet 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 September 11, 2020 which is the date the financial statements were available to be issued.

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. Patient volumes and the related revenues for most services were significantly impacted in the last two weeks of March 2020 and continued to be impacted in the fourth quarter of fiscal 2020 as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that have caused many people to remain at home and forced the closure of or limitations on certain businesses, as well as suspended elective surgical procedures by health care facilities.

While some of these restrictions have been eased across the U.S. and the State of New Hampshire has lifted limitations on non-emergent procedures, some restrictions remain in place. While consolidated patient volumes and revenues experienced gradual improvement beginning in the latter part of April and continuing through the end of the fourth fiscal quarter, uncertainty still exists as the future is unpredictable. The System's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds. The System has taken precautionary steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents in its operations, including the following:

- Implemented certain cost reduction initiatives;
- Reduced certain planned projects and capital expenditures;
- During the fourth quarter of fiscal 2020, the System received approximately \$49.4 million of accelerated Medicare payments (note 3) and approximately \$20.1 million in general and targeted Provider Relief Fund distributions, both as provided for under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act.

The System believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, government-imposed or recommended suspensions of elective procedures, continued declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the System cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

During the fourth quarter of fiscal 2020, the System was awarded \$11.5 million from the \$50 billion general distribution fund and \$8.6 million of targeted distributions from the CARES Act Provider Relief Fund. Funds related to targeted distributions were received in July 2020 and are included in other current assets at June 30, 2020 on the accompanying consolidated balance sheets. These distributions from the Provider Relief Fund are not subject to repayment, provided the System is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020, the System recognized \$20.1 million related to these distribution funds, and these payments are recorded within other revenue in the consolidated statements of operations for the year ended June 30, 2020.

The CARES Act also provides for a deferral of payments of the employer portion of payroll tax incurred during the pandemic, allowing half of such payroll taxes be deferred until December 2021 and the remaining half until December 2022. At June 30, 2020, the System had deferred \$3.1 million of payroll taxes recorded under the caption "self-insurance reserves and other liabilities" in its consolidated balance sheet.

Subsequent to year end, the System received \$7 million from the Governor's Office of Emergency Relief and Recovery (GOFERR) in July 2020. This payment is accounted for as a government grant and is not subject to repayment, provided the System is able to comply with the conditions of the funding, including demonstrating that the distribution received has been used for healthcare-related expenses or lost revenue attributable to COVID-19. The System anticipates meeting the terms and conditions of this grant in the fiscal year ended June 30, 2021. No amount related to this grant is reflected in these consolidated financial statements.

The System will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grant, and other potential assistance funds and available grants, and the impact of the pandemic on revenues and expenses. If the System is unable to attest to or comply with current or future terms and conditions the System's ability to retain some or all of the distributions received may be impacted.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The System adopted the new standard effective July 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the statements of operations, where the "provision for bad debt" is no longer presented as a separate line item and "patient service revenue" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated balance sheets as a result of the adoption of the new standard.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

2. Significant Accounting Policies (Continued)

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 has been applied retrospectively to all periods presented and did not have a material impact on the financial statements.

Prospective Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning July 1, 2022, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the System's financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on July 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on the financial statements.

3. Patient Service Revenues

An estimated breakdown of patient service revenue recognized from major payor sources, is as follows for the years ended June 30:

	<u>2020</u>	<u>2019</u>
Private payors (includes coinsurance and deductibles)	\$327,363,066	\$346,132,399
Medicaid	49,241,724	40,439,262
Medicare	144,276,415	157,282,160
Self-pay	<u>3,659,993</u>	<u>10,200,612</u>
	<u>\$524,541,198</u>	<u>\$554,054,433</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

3. Patient Service Revenues (Continued)

Various entities of the System maintain contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The entities are paid a prospectively determined fixed price for Medicare and Medicaid inpatient acute care services depending on the type of illness or the patient's diagnostic related group classification. Reimbursement for Medicare for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Home health care and hospice services are reimbursed prospectively on a per episode or per diem basis. Physician services are reimbursed on established and/or negotiated fee schedules. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed rate. The entities receive payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of patient service revenue earned from the Medicare and Medicaid programs was 28% and 6%, respectively, in 2020 and 27% and 4%, respectively, in 2019.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The System believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors (decreased) increased patient service revenues by approximately \$(1,700,000) and \$1,200,000 in 2020 and 2019, respectively.

During the fourth quarter of fiscal 2020, the System requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care hospitals or up to three months of advance Medicare payments for other health care providers. After 120 days past receipt of the advance payments (beginning in August 2020), claims for services provided to Medicare beneficiaries will be applied against the advance payment balance. Any unapplied advance payment amounts must be paid in full within one year from receipt of the advance payments for acute care hospitals and within 210 days for other health care providers. During the fourth quarter of fiscal 2020, the System received approximately \$49.4 million from these accelerated Medicare payment requests, and these amounts are recorded under the caption "amounts payable to third-party payors" in the consolidated balance sheet.

The various System entities also maintain contracts with Anthem Blue Cross, Cigna, Harvard Pilgrim Health Care, certain commercial carriers, managed care plans and preferred provider organizations. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee schedules.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

4. Property, Plant and Equipment

The major categories of property, plant and equipment are as follows at June 30:

	<u>2020</u>	<u>2019</u>
Operating properties:		
Land and land improvements	\$ 10,470,365	\$ 10,470,365
Buildings and fixed equipment	226,174,563	224,291,851
Major movable equipment	220,171,904	208,241,282
Construction and projects in progress	<u>29,663,682</u>	<u>8,840,023</u>
	486,480,514	451,843,521
Less accumulated depreciation	<u>(304,736,352)</u>	<u>(285,381,592)</u>
	181,744,162	166,461,929
Rental properties:		
Land and land improvements	9,961,263	9,961,263
Buildings and fixed equipment	53,277,732	52,983,813
Major movable equipment	139,656	134,788
Construction and projects in progress	<u>20,003</u>	<u>50,251</u>
	63,398,654	63,130,115
Less accumulated depreciation	<u>(28,478,258)</u>	<u>(26,881,361)</u>
	<u>34,920,396</u>	<u>36,248,754</u>
Net property, plant and equipment	<u>\$ 216,664,558</u>	<u>\$ 202,710,683</u>

5. Debt

Long-term debt consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
New Hampshire Health and Education Facilities Authority:		
Elliot Hospital Obligated Group Series 2016 Bonds with interest ranging from 2.00% to 5.00% per year. Principal payments commenced in October 2017 and are payable in annual installments ranging from \$4,815,000 to \$10,915,000 through October 2038	\$138,870,000	\$141,745,000
Plus unamortized original issue premium/discount	<u>15,936,280</u>	<u>16,367,101</u>
	154,806,280	158,112,101
Equipment financing with a fixed interest rate of 1.92% with required monthly principal payments ranging from \$157,593 to \$187,594 through August 2029	18,937,845	—
Elliot Hospital Obligated Group Series 2013 Bonds with a fixed interest rate of 2.05% per year and a total monthly payment of principal and interest of \$217,925 through October 1, 2020	869,551	3,437,558

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

5. Debt (Continued)

	<u>2020</u>	<u>2019</u>
Equipment lease financing with required monthly principal payments of \$5,833 through December 2025	\$ 350,000	\$ —
Notes payable – see below	<u>1,150,000</u>	<u>1,250,000</u>
	176,113,676	162,799,659
Less current portion	(8,504,358)	(6,020,428)
Less net unamortized bond issuance costs	<u>(478,954)</u>	<u>(525,699)</u>
	<u>\$167,130,364</u>	<u>\$156,253,532</u>

On November 15, 2016, the Hospital refunded its existing 2009 Series Bonds outstanding of \$126,470,000 through the issuance of \$147,020,000 in fixed rate New Hampshire Health and Education Facilities Authority Revenue Bonds with interest rates ranging from 2.00% to 5.00%. As of June 30, 2020 and 2019, the balance of defeased 2009 Series Bonds payable not included in the accompanying consolidated balance sheets was \$123,270,000 and \$124,390,000, respectively.

In 2019, the Hospital entered into a ten year \$20,500,000 equipment financing agreement with Bank of America to acquire various property and equipment. Certain proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allow for withdrawals only for approved purchases.

The Obligated Group's agreement with the New Hampshire Health and Education Facilities Authority for the 2016 and 2013 Bonds grants the Authority a security interest in the Hospital's gross receipts and a mortgage on the Hospital's existing and future facilities and equipment. In addition, under the terms of the master indenture, the Obligated Group is required to meet certain covenants requirements. For the years ended June 30, 2020 and 2019, the Hospital was in compliance with all required financial covenants.

The System has a note payable in the amount of \$1,150,000 and \$1,250,000 at June 30, 2020 and 2019, respectively, the proceeds of which were used for certain property improvements. Interest is payable annually at the fixed rate of 4.61% for the first 10 years, after which it will become variable. Principal and interest are payable annually through the maturity date of December 29, 2031.

Interest paid totaled \$6,894,111 and \$7,215,845 for the years ended June 30, 2020 and 2019, respectively. There was no interest capitalized for the years ended June 30, 2020 and 2019.

Aggregate annual principal payments required under the bonds and note agreements for each of the five years ending June 30 are approximately as follows: 2021 - \$8,504,000; 2022 - \$8,832,000; 2023 - \$7,808,000; 2024 - \$8,178,000; and 2025 - \$8,549,000.

The fair value, based on current market rates of the System's long-term debt, was approximately \$174,932,000 and \$162,654,000 as of June 30, 2020 and 2019, respectively.

The System has entered into a \$25,000,000 unsecured line of credit agreement with a bank which is due on demand. The line of credit agreement bears interest at LIBOR plus 1.15% (1.33% at June 30, 2020). At June 30, 2020 and 2019, there were no borrowings outstanding under this agreement. The agreement grants the bank a security interest in the System's securities, cash and deposit account balances to collateralize any future outstanding balances.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

6. Investments and Assets Whose Use is Limited

Investments and assets whose use is limited at fair value are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Cash and equivalents	\$ 6,201,595	\$ 7,174,502
Marketable equity securities	141,956,914	91,340,135
Fixed income securities	70,256,512	91,333,345
U.S. Government obligations	9,644,226	10,239,373
Employee benefit plans and other	22,248,589	19,813,013
Beneficial interest in perpetual trusts	7,564,017	7,438,506
Alternative investments	<u>12,541,648</u>	<u>14,888,457</u>
	<u>\$270,413,501</u>	<u>\$242,227,331</u>

Board designated and donor restricted investments of various System entities are pooled into the Elliot Common Trust Fund LLC, along with self-insured trust funds, and are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Board designated:		
Capital, working capital and community service	\$110,461,314	\$109,818,714
Self-insurance	<u>6,863,752</u>	<u>7,791,592</u>
	117,325,066	117,610,306
Donor restricted and other	<u>25,920,347</u>	<u>21,649,619</u>
	<u>\$143,245,413</u>	<u>\$139,259,925</u>

Funds held by trustee under revenue bond and note agreements are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Debt service funds	\$ 1,631	\$ 3,250
Equipment lease financing funds	<u>171,222</u>	<u>—</u>
	<u>\$172,853</u>	<u>\$ 3,250</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

6. Investments and Assets Whose Use is Limited (Continued)

Investment income, and realized and unrealized gains (losses) on investments are summarized as follows for the years ended June 30:

	<u>2020</u>	<u>2019</u>
Unrestricted investment income and net gains and losses on investments are summarized as follows:		
Investment income	\$ 5,825,582	\$ 5,552,942
Nonoperating investment income	636,043	514,449
Realized (losses) gains on sale of investments, net	(1,006,265)	7,825,474
Net unrealized losses on investments	<u>(496,531)</u>	<u>(2,935,670)</u>
	4,958,829	10,957,195
Restricted investment income and net gains and losses on investments are summarized as follows:		
Investment income and net income on investments	163,282	277,895
Net unrealized losses on investments	<u>(238,338)</u>	<u>(25,528)</u>
	<u>(75,056)</u>	<u>252,367</u>
Total restricted and unrestricted	<u>\$ 4,883,773</u>	<u>\$11,209,562</u>

7. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	<u>2020</u>	<u>2019</u>
Purpose restriction:		
Health care services	\$16,922,811	\$12,332,719
Equipment and capital improvements	674,698	564,925
Education and scholarships	<u>40,915</u>	<u>40,823</u>
	17,638,424	12,938,467
Perpetual in nature:		
Investments, gains and income from which is donor restricted	9,634,848	9,473,918
Investments, gains and income from which is released to net assets without donor restrictions	<u>4,650,840</u>	<u>4,650,840</u>
	<u>14,285,688</u>	<u>14,124,758</u>
Total net assets with donor restrictions	<u>\$31,924,112</u>	<u>\$27,063,225</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

8. Retirement Benefits

A reconciliation of the changes in the Elliot Health System Pension Plan's projected benefit obligation and the fair value of plan assets and a statement of funded status of the plan are as follows as of and for the years ended June 30:

	<u>2020</u>	<u>2019</u>
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	\$(392,712,498)	\$(345,960,316)
Service cost	(5,700,520)	(9,061,649)
Interest cost	(13,437,944)	(14,170,462)
Benefits paid	9,609,711	8,220,337
Actuarial loss	(52,072,772)	(32,757,908)
Administrative expenses paid	1,807,835	1,017,500
Curtailment gain	<u>18,726,940</u>	<u>—</u>
Projected benefit obligations, end of year	<u>\$(433,779,248)</u>	<u>\$(392,712,498)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of year	\$ 295,859,177	\$ 270,918,072
Actual return on plan assets	15,265,751	24,178,941
Contributions by plan sponsor	5,000,000	10,000,000
Benefits paid	(9,609,711)	(8,220,337)
Actual administrative expense paid	<u>(1,807,835)</u>	<u>(1,017,499)</u>
Fair value of plan assets, end of year	<u>\$ 304,707,382</u>	<u>\$ 295,859,177</u>
Funded status:		
Fair value of plan assets	\$ 304,707,382	\$ 295,859,177
Projected benefit obligations	<u>(433,779,248)</u>	<u>(392,712,498)</u>
Funded status of the plan	<u>\$(129,071,866)</u>	<u>\$ (96,853,321)</u>

The accumulated benefit obligation at June 30, 2020 and 2019 was \$433,779,248 and \$374,353,677, respectively.

Amounts recognized in the statements of financial position consist of the following at June 30:

	<u>2020</u>	<u>2019</u>
Net liability recognized	<u>\$(129,071,866)</u>	<u>\$ (96,853,321)</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

8. Retirement Benefits (Continued)

The weighted-average assumptions used to develop the projected benefit obligation are as follows as of June 30:

	<u>2020</u>	<u>2019</u>
Discount rate January 1, 2020 through June 30, 2020	2.74%	N/A
Discount rate July 1, 2019 through December 31, 2019	3.29	N/A
Discount rate July 1, 2018 through June 30, 2019	N/A	3.55%
Rate of compensation	N/A	3.75

In 2020, the System began using the MP-2019 mortality improvement scale which also had an impact on the projected benefit obligation.

Amounts recognized in net assets without donor restrictions consist of the following at June 30:

	<u>2020</u>	<u>2019</u>
Net actuarial loss	\$117,767,404	\$87,721,465
Total amount recognized by the System	\$117,767,404	\$87,721,465

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations by asset category are as follows as of June 30, 2020 and 2019 (see note 13 for level definitions):

	<u>Target Allo- cation</u>	<u>Total</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Signif- icant Observ- able Inputs (Level 2)</u>	<u>Signif- icant Unob- servable Inputs (Level 3)</u>
<u>2020</u>					
Short-term investments:	5%				
Cash and sweeps		\$ 19,044,611	\$ 19,044,611	\$ —	\$ —
Equity securities:	40%				
Mutual funds		164,689,588	164,689,588	—	—
Fixed income securities:	55%				
Corporate and foreign bonds		120,428,294	—	120,428,294	—
		304,162,493	\$183,734,199	\$120,428,294	\$ —
Unallocated insurance contract		544,889			
		<u>\$304,707,382</u>			

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

8. Retirement Benefits (Continued)

	Target Allo- cation	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Signif- icant Observ- able Inputs (Level 2)	Signif- icant Unob- servable Inputs (Level 3)
<u>2019</u>					
Short-term investments:	5%				
Cash and sweeps		\$ 37,361,929	\$ 37,361,929	\$ —	\$ —
Equity securities:	40%				
Mutual funds		130,671,600	130,671,600	—	—
Other equities		13,498,235	13,498,235	—	—
Fixed income securities:	55%				
Corporate and foreign bonds		<u>113,373,633</u>	<u>—</u>	<u>113,373,633</u>	<u>—</u>
		294,905,397	<u>\$181,531,764</u>	<u>\$113,373,633</u>	<u>\$ —</u>
Unallocated insurance contract		<u>953,780</u>			
		<u>\$295,859,177</u>			

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

In addition to the total return goal, the portfolio is constructed to hedge a portion of the interest rate risk of the Plan's liability. The portion of the interest rate risk hedged is the percent of assets allocated to fixed income investments multiplied by the Plan's funded status. The fixed income asset class is structured to reduce the volatility of the funded status by matching the duration of the Plan's liability which is currently approximately 15 years. The current strategic asset allocation target for the fixed income portfolio is 55% of total plan assets, which is designed to hedge approximately 35% of the plan liability.

These funds are managed as permanent funds with disciplined longer term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

8. Retirement Benefits (Continued)

Net periodic pension cost includes the following components at June 30:

	<u>2020</u>	<u>2019</u>
Service cost	\$ 5,700,520	\$ 9,061,649
Interest cost	13,437,944	14,170,462
Expected return on plan assets	(18,508,579)	(19,033,704)
Amortization:		
Actuarial loss	<u>6,542,720</u>	<u>2,273,804</u>
Net periodic pension cost	<u>\$ 7,172,605</u>	<u>\$ 6,472,211</u>

The weighted-average assumptions used to develop net periodic pension cost were as follows for the years ended June 30:

	<u>2020</u>	<u>2019</u>
Discount rate January 1, 2020 through June 30, 2020	3.29%	N/A
Discount rate July 1, 2019 through December 31, 2019	3.55	N/A
Discount rate July 1, 2018 through June 30, 2019	N/A	4.19%
Rate of compensation	N/A	3.75

In selecting the long-term rate of return on assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the trust's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss amount expected to be recognized in net periodic benefit cost in 2021 totals \$10,323,552.

Contributions

The System does not expect to contribute to its pension plan in 2021.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid by the System:

<u>Fiscal Year</u>	<u>Pension Benefits</u>
2021	\$ 11,807,600
2022	13,213,300
2023	14,515,700
2024	15,850,200
2025	17,008,800
Years 2026 – 2030	98,086,900

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

8. Retirement Benefits (Continued)

On May 16, 2019, the Board of Directors of the System resolved to freeze the defined benefit pension plan effective December 31, 2019. Any employee who was a participant of the plan on that date will continue as a participant. No other person will become a participant after that date. Benefits to participants stopped accruing on December 31, 2019. This amendment impacted the present value of accumulated plan benefits by eliminating the increase due to annual benefit accruals. In the fiscal year ended June 30, 2020, the System recognized a gain of approximately \$18.7 million related to this change which is included in the pension adjustment in the consolidated statements of operations and the consolidated statements of changes in net assets.

9. Community Benefits (Unaudited)

The mission of the System is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The System subsidizes certain health care services, supports community-based healthcare providers, and provides outreach and educational programs.

Charity Care

The System provides services to patients who are uninsured or underinsured under its charity care policy at no charge or at amounts less than its established charges. The estimated costs of providing charity care services are determined using the ratio of average patient care costs to gross charges, and then applying that ratio to the gross charges associated with providing such services.

Community Programs and Subsidized Services

The System provides community health programs, health professional education through partnerships with local post-secondary organizations, health screenings, health publications and other health information services. Many of these services are provided at a financial loss and are subsidized by the System in order to meet important community needs that otherwise would not be available. In addition, supporting contributions and in-kind services are made to a number of community organizations for the promotion of health-related activities.

Government-Sponsored Programs

The System provided services to Medicare and Medicaid recipients. Reimbursement for such services is at rates substantially below cost.

The estimated cost of providing community benefits for the years ended June 30, 2020 and 2019 are summarized below:

	<u>2020</u>	<u>2019</u>
Charity care	\$ 9,847,148	\$ 9,881,000
Community programs and subsidized services	2,129,916	2,567,372
Government-sponsored programs	<u>120,457,368</u>	<u>124,801,352</u>
	<u>\$132,434,432</u>	<u>\$137,249,724</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

9. Community Benefits (Unaudited)

In addition, the System provides a significant amount of uncompensated care to patients that are reported as implicit price concessions. For the years ended June 30, 2020 and 2019, the System reported implicit price concession revenue deductions of \$21,938,731 and \$28,096,966, respectively.

10. Functional Expenses

The System provides general health care services to residents within its geographic location including inpatient, outpatient, physician and emergency care. Expenses related to providing these services are as follows for the years ended June 30, 2020 and 2019:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Total</u>
<u>2020</u>			
Salaries, wages and fringe benefits	\$266,915,749	\$ 93,447,462	\$360,363,211
Supplies and other expenses	109,562,313	49,581,632	159,143,945
Interest	3,444,137	3,415,740	6,859,877
New Hampshire Medicaid Enhancement Tax	23,697,723	—	23,697,723
Depreciation and amortization	<u>8,179,236</u>	<u>13,694,534</u>	<u>21,873,770</u>
	<u>\$411,799,158</u>	<u>\$160,139,368</u>	<u>\$571,938,526</u>
<u>2019</u>			
Salaries, wages and fringe benefits	\$267,555,783	\$ 87,175,058	\$354,730,841
Supplies and other expenses	106,438,045	57,083,122	163,521,167
Interest	3,487,832	3,459,074	6,946,906
New Hampshire Medicaid Enhancement Tax	22,564,148	—	22,564,148
Depreciation and amortization	<u>7,760,330</u>	<u>13,280,601</u>	<u>21,040,931</u>
	<u>\$407,806,138</u>	<u>\$160,997,855</u>	<u>\$568,803,993</u>

The financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as, depreciation and amortization, and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Specifically identifiable costs are assigned to the function which they are identified to.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

11. Concentration of Credit Risk

The System grants credit without requiring collateral from its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows for the years ended June 30:

	<u>2020</u>	<u>2019</u>
Medicare	33%	31%
Medicaid	13	11
Managed care and other	26	26
Patients (self pay)	15	18
Anthem Blue Cross	<u>13</u>	<u>14</u>
	<u>100%</u>	<u>100%</u>

12. Leases

The System leases various office facilities and equipment from unrelated parties under noncancelable operating leases. Total rental expense, including month-to-month rentals, for the years ended June 30, 2020 and 2019 was \$12,135,435 and \$11,980,747, respectively.

Future minimum lease payments required under operating leases as of June 30, 2020 are as follows:

Year Ending June 30:	
2021	\$ 5,694,475
2022	5,240,797
2023	4,971,903
2024	4,639,439
2025	4,632,832
Thereafter	<u>23,751,884</u>
	<u>\$48,931,330</u>

13. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

13. Fair Value Measurements (Continued)

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3. The following are descriptions of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which generally results in classification as Level 1 within the fair value hierarchy.

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 2 within the fair value hierarchy.

Alternative Investments

The System invests in certain alternative investments that include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

13. Fair Value Measurements (Continued)

System management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

Beneficial Interests in Perpetual Trusts

The System is the beneficiary of perpetual trusts held by a third party. Under the terms of the trusts, the System has the irrevocable right to receive the income earned on the assets of the trusts in perpetuity, but never receives the assets held in the trusts. The System has transparency into the holdings of the trusts. These investments are generally classified as Level 1 within the fair value hierarchy.

Employee Benefit Plan and Other

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

Fair Value on a Recurring Basis

The following presents the balances of assets measured at fair value on a recurring basis at June 30:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
2020				
Investments and assets whose use is limited:				
Cash and equivalents	\$ 6,201,595	\$ 6,201,595	\$ —	\$ —
Marketable equity securities:				
Common stocks	141,956,914	141,956,914	—	—
Fixed income securities:				
Municipal bonds	735,013	—	735,013	—
Corporate bonds	68,808,386	—	68,808,386	—
Foreign bonds	713,113	—	713,113	—
U.S. Government obligations	9,644,226	—	9,644,226	—
Beneficial interests in perpetual trusts	7,564,017	7,564,017	—	—
Employee benefit plans and other	<u>22,248,589</u>	<u>22,248,589</u>	<u>—</u>	<u>—</u>
Investments and assets whose use is limited	257,871,853	<u>\$177,971,115</u>	<u>\$ 79,900,738</u>	<u>\$ —</u>
Alternative investments	<u>12,541,648</u>			
Total assets	<u>\$270,413,501</u>			

ELLIOT HEALTH SYSTEM AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

13. Fair Value Measurements (Continued)

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2019</u>				
Investments and assets whose use is limited:				
Cash and equivalents	\$ 7,174,502	\$ 7,174,502	\$ —	\$ —
Marketable equity securities:				
Common stocks	91,340,135	91,340,135	—	—
Fixed income securities:				
Municipal bonds	944,531	—	944,531	—
Corporate bonds	87,485,793	—	87,485,793	—
Foreign bonds	2,903,021	—	2,903,021	—
U.S. Government obligations	10,239,373	—	10,239,373	—
Beneficial interests in perpetual trusts	7,438,506	7,438,506	—	—
Employee benefit plans and other	<u>19,813,013</u>	<u>19,813,013</u>	<u>—</u>	<u>—</u>
Investments and assets whose use is limited	227,338,874	<u>\$125,766,156</u>	<u>\$101,572,718</u>	<u>\$ —</u>
Alternative investments	<u>14,888,457</u>			
Total assets	<u>\$242,227,331</u>			

The alternative investments consist of interests in nine and eleven funds at June 30, 2020 and 2019, respectively, that are not actively traded.

Net Assets Value Per Share

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for alternative investments valued based on net asset value to further demonstrate the nature and risk of the investments by category at June 30:

<u>Investment</u>	<u>Net Asset Value</u>	<u>Unfunded Commitment</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
<u>2020</u>				
Multi-strategy hedge fund	\$1,024,024	\$ —	Illiquid	N/A
Global equity fund	146,875	196,772	Illiquid	N/A
Commingled REIT fund	253,507	1,971,361	Illiquid	N/A
Multi-strategy hedge fund	1,285,500	—	Annually	N/A
Multi-strategy hedge fund	2,889,018	—	Quarterly	95 days
Multi-strategy hedge fund	1,001,225	35,125	Illiquid	N/A
Equity fund	143,704	1,996,813	Illiquid	N/A
Multi-strategy hedge fund	1,807,228	—	Illiquid	N/A
Multi-strategy hedge fund	2,084,150	—	Quarterly	100 days
Multi-strategy hedge fund	922,188	—	Monthly	3 days
Multi-strategy hedge fund	984,229	—	Monthly	3 days

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

13. Fair Value Measurements (Continued)

<u>Investment</u>	<u>Net Asset Value</u>	<u>Unfunded Commitment</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
<u>2019</u>				
Equity fund	\$2,833,975	\$ —	Monthly	90 days
Multi-strategy hedge fund	851,977	—	Illiquid	N/A
Global equity fund	125,708	196,772	Illiquid	N/A
Commingled REIT fund	361,648	1,971,361	Illiquid	N/A
Multi-strategy hedge fund	1,476,000	—	Annually	N/A
Multi-strategy hedge fund	3,301,280	—	Quarterly	65 days
Multi-strategy hedge fund	2,576,862	—	Quarterly	95 days
Multi-strategy hedge fund	681,144	311,575	Illiquid	N/A
Equity fund	45,910	939,370	Illiquid	N/A
Multi-strategy hedge fund	611,083	1,400,000	Illiquid	N/A
Multi-strategy hedge fund	2,022,870	—	Quarterly	100 days

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets and statements of operations.

Investment StrategiesFixed Income Securities (Debt Instruments)

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Alternative Investments

The primary purpose of alternative investments is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Alternative investments may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

ELLIOT HEALTH SYSTEM AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2020 and 2019

14. Medicaid Enhancement Tax and Disproportionate Share

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Hospital's patient service revenues in State fiscal years 2020 and 2019, with certain exclusions. The amount of the tax provided for by the Hospital for the years ended June 30, 2020 and 2019 was \$23,697,723 and \$22,564,148, respectively.

The State provides disproportionate share payments (DSH) to hospitals based on a set percentage of uncompensated care provided. The Hospital received \$17,913,947 and \$16,214,638 during the years ended June 30, 2020 and 2019, respectively. Reserves on these receipts were established for \$1,990,439 and \$1,801,626 at June 30, 2020 and 2019, respectively, as these programs are subject to the State DSH annual audit and potential redistributions.

15. Pledges Receivable

Pledges receivable represent promises to give and are predominantly related to a capital campaign for a regional cancer center. Pledges expected to be collected within one year are recorded at their net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The present value of estimated future cash flows has been measured utilizing risk-free rates of return adjusted for market and credit risk established at the time a contribution is received. Amounts are included within other assets on the consolidated balance sheets as of June 30, 2020 and 2019.

Pledges are expected to be collected as follows at June 30, 2020:

One year or less	\$ 754,945
Between one year and two years	687,445
Between two years and three years	632,445
Between three years and four years	613,197
Between four years and five years	28,570
Thereafter	<u>16,784</u>
Pledges receivable	2,733,386
Present value discount	(306,818)
Allowance for uncollectible pledges	<u>(106,394)</u>
Pledges receivable, net	<u>\$2,320,174</u>

ELLIOT HEALTH SYSTEM AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

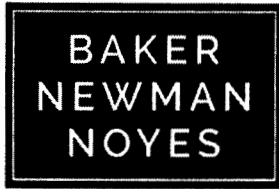
June 30, 2020 and 2019

16. Financial Assets and Liquidity Resources

As of June 30, 2020, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following:

Cash and cash equivalents	\$139,661,563
Accounts receivable	<u>30,174,519</u>
	<u>\$169,836,082</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets and investments without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of June 30, 2020, the balances in board-designated assets and investments were \$117,325,066 and \$97,182,629, respectively.



Baker Newman & Noyes LLC
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**INDEPENDENT AUDITORS' REPORT
ON OTHER FINANCIAL INFORMATION**

Board of Directors
Elliot Health System

We have audited the consolidated financial statements of Elliot Health System and Affiliates (the System) as of and for the years ended June 30, 2020 and 2019, and have issued our report thereon which contains an unmodified opinion on those consolidated statements. See pages 1 and 2. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations, and cash flows of the individual companies 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 consolidating 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 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 11, 2020

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATING BALANCE SHEET

June 30, 2020

ASSETS

	<u>Obligated Group*</u>	<u>Elliot Health System</u>	<u>Elliot Hospital and Affiliates</u>	<u>Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates</u>	<u>Elliot Health System Holdings and Subsidiaries</u>	<u>Mary and John Elliot Charitable Foundation</u>	<u>Elimi- nations</u>	<u>Consol- idated</u>
Current assets:								
Cash and cash equivalents	\$ 110,846,414	\$ 8,393	\$ 113,400,509	\$ 8,244,501	\$ 16,756,804	\$ 1,251,356	\$ —	\$139,661,563
Accounts receivable	25,176,996	—	27,560,110	1,528,899	1,085,510	—	—	30,174,519
Inventories	4,851,014	—	4,851,014	—	388,629	—	—	5,239,643
Amounts due from affiliates	2,555,194	—	115,187	—	589,199	14,264	(718,650)	—
Other current assets	<u>24,206,065</u>	<u>—</u>	<u>24,438,317</u>	<u>73,390</u>	<u>2,440,090</u>	<u>644,824</u>	<u>—</u>	<u>27,596,621</u>
Total current assets	167,635,683	8,393	170,365,137	9,846,790	21,260,232	1,910,444	(718,650)	202,672,346
Property, plant and equipment, net	187,079,069	—	187,349,746	337,921	28,976,891	—	—	216,664,558
Investments	97,182,629	—	97,182,629	—	—	—	—	97,182,629
Other assets:								
Investment in subsidiary	49,896,671	49,896,671	—	—	—	—	(49,896,671)	—
Other	<u>5,962,222</u>	<u>—</u>	<u>5,962,222</u>	<u>—</u>	<u>4,014,701</u>	<u>1,710,525</u>	<u>(337,792)</u>	<u>11,349,656</u>
	55,858,893	49,896,671	5,962,222	—	4,014,701	1,710,525	(50,234,463)	11,349,656
Assets whose use is limited:								
Board designated and donor restricted investments	110,421,389	—	110,421,389	10,101,283	1,163,319	21,559,422	—	143,245,413
Held by trustee under revenue bond and note agreements	172,853	—	172,853	—	—	—	—	172,853
Employee benefit plans and other	22,248,589	—	22,248,589	—	—	—	—	22,248,589
Beneficial interest in perpetual trusts	<u>7,564,017</u>	<u>—</u>	<u>7,564,017</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,564,017</u>
	<u>140,406,848</u>	<u>—</u>	<u>140,406,848</u>	<u>10,101,283</u>	<u>1,163,319</u>	<u>21,559,422</u>	<u>—</u>	<u>173,230,872</u>
Total assets	<u>\$ 648,163,122</u>	<u>\$ 49,905,064</u>	<u>\$ 601,266,582</u>	<u>\$ 20,285,994</u>	<u>\$ 55,415,143</u>	<u>\$ 25,180,391</u>	<u>\$ (50,953,113)</u>	<u>\$ 701,100,061</u>

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

LIABILITIES AND NET ASSETS

	<u>Obligated Group*</u>	<u>Elliot Health System</u>	<u>Elliot Hospital and Affiliates</u>	<u>Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates</u>	<u>Elliot Health System Holdings and Subsidiaries</u>	<u>Mary and John Elliot Charitable Foundation</u>	<u>Elimi- nations</u>	<u>Consol- idated</u>
Current liabilities:								
Accounts payable and accrued expenses	\$ 30,714,529	\$ —	\$ 31,077,698	\$ 247,003	\$ 3,267,988	\$ 69,286	\$ —	\$ 34,661,975
Accrued salaries, wages and related accounts	20,955,444	—	33,152,222	1,213,962	358,387	—	—	34,724,571
Accrued interest	1,701,526	—	1,701,526	—	93,722	—	(87,792)	1,707,456
Amounts payable to third-party payors	68,862,340	—	71,987,643	3,148,000	—	—	—	75,135,643
Amounts due to affiliates	—	—	—	310,146	408,504	—	(718,650)	—
Current portion of long-term debt	<u>8,404,358</u>	<u>—</u>	<u>8,404,358</u>	<u>—</u>	<u>350,000</u>	<u>—</u>	<u>(250,000)</u>	<u>8,504,358</u>
Total current liabilities	130,638,197	—	146,323,447	4,919,111	4,478,601	69,286	(1,056,442)	154,734,003
Accrued pension	113,220,005	—	125,139,183	3,932,683	—	—	—	129,071,866
Self-insurance reserves and other liabilities	48,044,323	—	48,874,481	125,322	37,827	—	—	49,037,630
Long-term debt, less current portion	<u>166,128,320</u>	<u>—</u>	<u>166,128,320</u>	<u>—</u>	<u>1,002,044</u>	<u>—</u>	<u>—</u>	<u>167,130,364</u>
Total liabilities	458,030,845	—	486,465,431	8,977,116	5,518,472	69,286	(1,056,442)	499,973,863
Net assets:								
Without donor restrictions/owners' equity	174,919,520	49,905,064	99,588,394	10,810,977	49,896,671	8,897,651	(49,896,671)	169,202,086
With donor restrictions	<u>15,212,757</u>	<u>—</u>	<u>15,212,757</u>	<u>497,901</u>	<u>—</u>	<u>16,213,454</u>	<u>—</u>	<u>31,924,112</u>
Total net assets	<u>190,132,277</u>	<u>49,905,064</u>	<u>114,801,151</u>	<u>11,308,878</u>	<u>49,896,671</u>	<u>25,111,105</u>	<u>(49,896,671)</u>	<u>201,126,198</u>
Total liabilities and net assets	<u>\$ 648,163,122</u>	<u>\$ 49,905,064</u>	<u>\$ 601,266,582</u>	<u>\$ 20,285,994</u>	<u>\$ 55,415,143</u>	<u>\$ 25,180,391</u>	<u>\$ (50,953,113)</u>	<u>\$ 701,100,061</u>

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS

Year Ended June 30, 2020

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Operating revenues:								
Patient service revenues	\$ 423,681,870	\$ —	\$ 492,921,258	\$16,587,425	\$15,598,927	\$ —	\$ (566,412)	\$ 524,541,198
Investment income	5,304,703	—	5,304,703	226,457	113,156	181,266	—	5,825,582
Other revenues	52,115,368	—	51,171,013	1,421,360	10,031,386	1,234,843	(11,492,095)	52,366,507
Total operating revenues	481,101,941	—	549,396,974	18,235,242	25,743,469	1,416,109	(12,058,507)	582,733,287
Expenses:								
Salaries, wages and fringe benefits	233,476,522	—	342,877,564	13,537,569	4,006,742	507,748	(566,412)	360,363,211
Supplies and other expenses	148,876,528	74	152,536,302	3,083,547	16,464,129	1,043,426	(13,983,533)	159,143,945
Depreciation and amortization	19,427,879	—	19,765,643	101,029	2,006,999	99	—	21,873,770
New Hampshire Medicaid Enhancement Tax	23,697,723	—	23,697,723	—	—	—	—	23,697,723
Interest	6,803,539	—	6,803,539	—	65,334	—	(8,996)	6,859,877
Total expenses	432,282,191	74	545,680,771	16,722,145	22,543,204	1,551,273	(14,558,941)	571,938,526
Income (loss) from operations	48,819,750	(74)	3,716,203	1,513,097	3,200,265	(135,164)	2,500,434	10,794,761
Nonoperating gains (losses):								
Investment (loss) return, net	(912,707)	—	(912,707)	(160,470)	—	206,424	—	(866,753)
Other	5,030,205	2,211,401	1,128,774	40,577	(988,864)	(88,410)	(4,711,835)	(2,408,357)
Net periodic pension (cost) gain, net of service cost	(1,286,609)	—	(1,426,971)	(45,114)	—	—	—	(1,472,085)
Nonoperating gains (losses), net	2,830,889	2,211,401	(1,210,904)	(165,007)	(988,864)	118,014	(4,711,835)	(4,747,195)
Excess (deficiency) of revenues and nonoperating gains (losses) over expenses	51,650,639	2,211,327	2,505,299	1,348,090	2,211,401	(17,150)	(2,211,401)	6,047,566
Net transfers (to) from affiliates and SolutionHealth	(41,880,542)	—	(985,542)	—	—	—	—	(985,542)
Pension adjustment	(25,810,121)	—	(29,182,760)	(863,179)	—	—	—	(30,045,939)
Transfer of balances between funds	(28,666)	—	(28,666)	—	—	—	—	(28,666)
(Decrease) increase in net assets without donor restrictions	\$ (16,068,690)	\$ 2,211,327	\$ (27,691,669)	\$ 484,911	\$ 2,211,401	\$ (17,150)	\$ (2,211,401)	\$ (25,012,581)

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

ELLIOT HEALTH SYSTEM AND AFFILIATES

CONSOLIDATING BALANCE SHEET

June 30, 2019

ASSETS

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Current assets:								
Cash and cash equivalents	\$ 63,342,294	\$ 8,467	\$ 66,138,993	\$ 3,543,383	\$ 12,662,939	\$ 842,729	\$ —	\$ 83,196,511
Accounts receivable	39,951,318	—	44,191,258	1,516,162	1,347,868	—	—	47,055,288
Inventories	4,002,497	—	4,002,497	—	378,250	—	—	4,380,747
Amounts due from affiliates	2,875,742	—	—	—	859,521	49,603	(909,124)	—
Other current assets	<u>15,926,255</u>	<u>—</u>	<u>16,465,785</u>	<u>70,101</u>	<u>1,155,389</u>	<u>(4,662)</u>	<u>—</u>	<u>17,686,613</u>
Total current assets	126,098,106	8,467	130,798,533	5,129,646	16,403,967	887,670	(909,124)	152,319,159
Property, plant and equipment, net	171,286,758	—	171,638,356	438,949	30,633,279	99	—	202,710,683
Investments	75,712,637	—	75,712,637	—	—	—	—	75,712,637
Other assets:								
Investment in subsidiary	47,685,270	47,685,270	—	—	—	—	(47,685,270)	—
Other	<u>9,128,937</u>	<u>—</u>	<u>9,128,937</u>	<u>—</u>	<u>3,944,896</u>	<u>1,993,185</u>	<u>(330,403)</u>	<u>14,736,615</u>
	56,814,207	47,685,270	9,128,937	—	3,944,896	1,993,185	(48,015,673)	14,736,615
Assets whose use is limited:								
Board designated and donor restricted investments	110,341,008	—	110,341,008	10,049,008	1,163,319	17,706,590	—	139,259,925
Held by trustee under revenue bond and note agreements	3,250	—	3,250	—	—	—	—	3,250
Employee benefit plans and other	19,813,013	—	19,813,013	—	—	—	—	19,813,013
Beneficial interest in perpetual trusts	<u>7,438,506</u>	<u>—</u>	<u>7,438,506</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,438,506</u>
	<u>137,595,777</u>	<u>—</u>	<u>137,595,777</u>	<u>10,049,008</u>	<u>1,163,319</u>	<u>17,706,590</u>	<u>—</u>	<u>166,514,694</u>
Total assets	<u>\$ 567,507,485</u>	<u>\$ 47,693,737</u>	<u>\$ 524,874,240</u>	<u>\$ 15,617,603</u>	<u>\$ 52,145,461</u>	<u>\$ 20,587,544</u>	<u>\$ (48,924,797)</u>	<u>\$ 611,993,788</u>

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

LIABILITIES AND NET ASSETS

	<u>Obligated Group*</u>	<u>Elliot Health System</u>	<u>Elliot Hospital and Affiliates</u>	<u>Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates</u>	<u>Elliot Health System Holdings and Subsidiaries</u>	<u>Mary and John Elliot Charitable Foundation</u>	<u>Elimi- nations</u>	<u>Consol- idated</u>
Current liabilities:								
Accounts payable and accrued expenses	\$ 32,181,526	\$ —	\$ 32,667,097	\$ 320,796	\$ 2,259,290	\$ 147,032	\$ —	\$ 35,394,215
Accrued salaries, wages and related accounts	20,689,976	—	32,425,275	1,177,032	349,964	—	—	33,952,271
Accrued interest	1,737,267	—	1,737,267	—	84,826	—	(80,403)	1,741,690
Amounts payable to third-party payors	20,500,569	—	20,512,332	—	—	—	—	20,512,332
Amounts due to affiliates	—	—	255,971	334,509	318,644	—	(909,124)	—
Current portion of long-term debt	<u>5,920,428</u>	<u>—</u>	<u>5,920,428</u>	<u>—</u>	<u>350,000</u>	<u>—</u>	<u>(250,000)</u>	<u>6,020,428</u>
Total current liabilities	81,029,766	—	93,518,370	1,832,337	3,362,724	147,032	(1,239,527)	97,620,936
Accrued pension	85,305,724	—	93,892,022	2,961,299	—	—	—	96,853,321
Self-insurance reserves and other liabilities	39,988,107	—	39,988,107	—	—	—	—	39,988,107
Long-term debt, less current portion	<u>155,156,065</u>	<u>—</u>	<u>155,156,065</u>	<u>—</u>	<u>1,097,467</u>	<u>—</u>	<u>—</u>	<u>156,253,532</u>
Total liabilities	361,479,662	—	382,554,564	4,793,636	4,460,191	147,032	(1,239,527)	390,715,896
Net assets:								
Without donor restrictions/owners' equity	190,988,210	47,693,737	127,280,063	10,326,066	47,685,270	8,914,801	(47,685,270)	194,214,667
With donor restrictions	<u>15,039,613</u>	<u>—</u>	<u>15,039,613</u>	<u>497,901</u>	<u>—</u>	<u>11,525,711</u>	<u>—</u>	<u>27,063,225</u>
Total net assets	<u>206,027,823</u>	<u>47,693,737</u>	<u>142,319,676</u>	<u>10,823,967</u>	<u>47,685,270</u>	<u>20,440,512</u>	<u>(47,685,270)</u>	<u>221,277,892</u>
Total liabilities and net assets	<u>\$ 567,507,485</u>	<u>\$ 47,693,737</u>	<u>\$ 524,874,240</u>	<u>\$ 15,617,603</u>	<u>\$ 52,145,461</u>	<u>\$ 20,587,544</u>	<u>\$ (48,924,797)</u>	<u>\$ 611,993,788</u>

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

ELLIOT HEALTH SYSTEM AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS

Year Ended June 30, 2019

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Operating revenues:								
Patient service revenues	\$ 449,991,078	\$ —	\$ 522,259,099	\$17,151,263	\$15,944,780	\$ —	\$ (1,300,709)	\$ 554,054,433
Investment income	5,090,433	—	5,090,433	211,814	62,659	188,036	—	5,552,942
Other revenues	35,436,708	—	32,891,740	399,072	9,518,203	1,039,760	(11,055,364)	32,793,411
Total operating revenues	490,518,219	—	560,241,272	17,762,149	25,525,642	1,227,796	(12,356,073)	592,400,786
Expenses:								
Salaries, wages and fringe benefits	229,356,693	—	337,116,153	13,950,012	4,369,392	595,993	(1,300,709)	354,730,841
Supplies and other expenses	151,743,782	76	156,144,927	3,135,854	16,555,967	1,218,004	(13,533,661)	163,521,167
Depreciation and amortization	18,628,351	—	18,938,677	115,506	1,986,586	162	—	21,040,931
New Hampshire Medicaid Enhancement Tax	22,564,148	—	22,564,148	—	—	—	—	22,564,148
Interest	6,885,935	—	6,885,935	—	69,847	—	(8,876)	6,946,906
Total expenses	429,178,909	76	541,649,840	17,201,372	22,981,792	1,814,159	(14,843,246)	568,803,993
Income (loss) from operations	61,339,310	(76)	18,591,432	560,777	2,543,850	(586,363)	2,487,173	23,596,793
Nonoperating gains (losses):								
Investment return, net	4,080,104	—	4,080,104	177,771	—	1,146,378	—	5,404,253
Other	3,338,110	932,322	697,766	84,690	(1,563,608)	(99,121)	(3,419,495)	(3,367,446)
Net periodic pension gain, net of service cost	2,270,154	—	2,510,152	79,286	—	—	—	2,589,438
Nonoperating gains (losses), net	9,688,368	932,322	7,288,022	341,747	(1,563,608)	1,047,257	(3,419,495)	4,626,245
Consolidated excess of revenues and nonoperating gains (losses) over expenses	71,027,678	932,246	25,879,454	902,524	980,242	460,894	(932,322)	28,223,038
Noncontrolling interests in net gain of consolidated affiliates	—	—	—	—	(47,920)	—	—	(47,920)
Excess of revenues and nonoperating gains (losses) over expenses attributable to Elliot Health System	71,027,678	932,246	25,879,454	902,524	932,322	460,894	(932,322)	28,175,118
Net transfers (to) from affiliates and SolutionHealth	(43,230,412)	5,159,020	(5,964,432)	—	5,318,210	(60,000)	(5,159,020)	(706,222)
Pension adjustment	(21,736,922)	—	(24,577,745)	(761,122)	—	—	—	(25,338,867)
Changes in noncontrolling interest in consolidated affiliates	(1,428,778)	(1,428,778)	—	—	(1,587,968)	—	1,428,778	(1,587,968)
Increase (decrease) in net assets without donor restrictions attributable to Elliot Health System	\$ 4,631,566	\$ 4,662,488	\$ (4,662,723)	\$ 141,402	\$ 4,662,564	\$ 400,894	\$ (4,662,564)	\$ 542,061

* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates



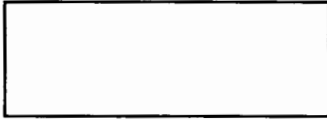
VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire

VNA Home Health & Hospice Services, Inc.

VNA BOARD OF DIRECTORS LIST 2021

1. Debra Achramowicz, *Treasurer*
2. Mary Ann Aldrich
3. Consuelo Alvarez, MD
4. John Clayton
5. Sean Doherty
6. Sheila Evjy
7. John Hession
8. Dottie Kelley
9. Linda Kornfeld, MD
10. Maureen McKeon O'Reilly, *Secretary*
11. Selma Naccach-Hoff, *Vice Chair*
12. Terry Pfaff, *Chair*
13. Owen Scollan

Ashley Plante



WORK EXPERIENCE

Family Support Coordinator

Partners in Health – Manchester, NH January 2020 – Present

Program assistant/CRSW

Dismas Home NH – Manchester, NH October 2019 – Present

Home Visitor

Healthy Families Massachusetts - Lowell, MA - May 2016 to January 2020

Toddler Teacher

Happy Bear Daycare - Hooksett, NH - September 2015 to May 2016

Home Visiting Intern

Manchester Early Head Start - Manchester, NH - January 2016 to April 2016

Preschool Practicum Intern

Harold Martin Elementary School - Hopkinton, NH - August 2015 to December 2015

Preschool Lead Teacher

Blocks to Books Children's Center - Raymond, NH - August 2012 to October 2013

EDUCATION

Bachelor's in Child Development & Human Services/Child Services

Granite State College - March 2018

Associate in Early Care and Education for Young Children with Disabilities

New Hampshire Technical Institute - May 2016

Studied in Early Childhood Education

Manchester Community College - Manchester, NH 2012 to 2014

Certificate in Autism Intervention

NHTI-Concord's Community College - Concord, NH

Lead Teacher Certificate

NHTI-Concord's Community College

College Compact of New Hampshire Community Service Award

April 2015

CPR & First Aid

January 2016 to January 2018

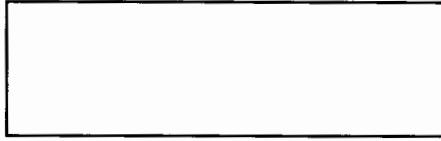
Student Early Childhood Association - NHTI

September 2014 to May 2016 President

Phi Theta Kappa

October 2015 to Present National Honor Society

Marjana Ancic-Perez



EDUCATION ST. ANSELM'S COLLEGE Manchester, NH
Bachelors of Arts in Sociology

PROFESSIONAL EXPERIENCE

Family Support Coordinator, Partners in Health Manchester VNA October. 2019 to Present

- Acts as an advocate for and assists families in gaining access to service and entitlements
- Collaborates with organizations to generate opportunities at the local level that will enrich the lives of the families served.
- Identifies families of children with special health care needs within the catchment area. Informs them of family support programs and involvement opportunities.
- Assists families in identifying and assessing their needs.
- Helps families identify natural supports, encourages building formal and informal circles of support.

Family Service Worker, Head Start at MCC/Child Development Program Sept. 2009 – October 2019

- Provide case management to Head Start families and child to help them become empowered to meet present and future challenges with confidence
- Assess presenting problems, strengths, and needs of families
- Assist families in developing and using their own potential for more adequately resolving social, health, emotional and economic problems
- Provide parent education and social services in areas of home and budget management, housing, parenting skills, employment, health and safety
- Facilitate referral to other public and private social services organizations and community agencies

Project Manager, SNHS-Quality Early Learning Opportunity Initiative, Manchester, NH October 2008 – Sept. 2009

- Plan, coordinate and manage a State-Funded scholarship program
- Conduct on-going recruitment and outreach activities throughout the District Office catchment area
- Monitor achievement of identified goals and report requirements related to QELOI
- Determine and monitor income eligibility of families enrolled
- Serve as liaison to child care provider, contractor, Child Development Bureau, Child Care Resource and Referral Agencies as well as other appropriate child organizations and associations
- Provide crisis intervention as needed and appropriate.

Family Service Worker, SNHS-Head Start/Child Development Program, Manchester, NH August 2003 – Oct. 2008

- Serve as a family advocate and liaison between family/client and community services
- Coordinate services for families by arranging case conferences with specialists, coordinators, and other field staff and community agencies.
- Maintain a working knowledge of community resources and current trends in social services
- Provide crisis intervention as needed and appropriate.

Internship/Social Worker, Catholic Charities, Manchester, NH August 2003 – Oct. 2003

- Assist in developing material for workshops on multi-cultural awareness and sensitivity
- Analyze files of refugees and immigrants to ensure compliance with immigration law
- Provide daily updates of NH legislative hearings

QUALIFITCATIONS:

- Over 15 years of experience in human services
- In depth knowledge of social work principals, techniques and practices
- Skilled in listening, interviewing, working collaboratively and cooperatively with community organizations and clients
- Ability to prioritize and organize tasks and events

Donna Frizzell, RN

Attentive leader with over 20 year experience in Home care management, possessing exceptional skills of communication, project execution and team development. Thrives in challenging organizational initiatives. Special interest in leadership development and patient experience process improvement.

Experience

VNA of Manchester and Southern New Hampshire Manchester, NH 2015 –present
Director Home Health Services
Reports to VP of Homecare and Community Services

Implemented successful strategic scheduling triage system

Developed policy to support Medicare regulatory requirements

Responsible for 138 clinicians and administrative personnel

Directs agency operations to increase revenue, improve patient and staff satisfaction while meeting regulatory requirements.

Redesigned education program

VNA of Manchester and Southern New Hampshire Manchester, NH 1998 – 2015
Program Manager
Report to Clinical Director

Managing up to 100 employees clinical and administrative including 3 clinical managers

Supervises Partners in Health, Maternal Child Health and the Intake department

Direct responsibilities for recruitment, interviewing, hiring, scheduling, training, performance evaluations and termination activities.

Contributes Medicare/JCAHO accreditation processes

VNA of Manchester and Southern New Hampshire Manchester, NH 1992 – 1998
Clinical Manager
Report to Clinical Director

Direct and indirect patient care services within both institutional and home care setting

Responsibilities for operations and personal supervision

Donna Frizzell, RN

Administrative support and management (BCBS, Medicaid admitting procedures) as well as immediate involvement with policy development

Implemented a Self-Directed Work Team concept.

Education

Master of Science in Nursing With a focus in nursing leadership <i>Walden University</i>	2016	Minneapolis, MN
Associates of Science in Nursing <i>New Hampshire Technical Institute</i>	1992	Concord, NH

Associations & Memberships

American Nurses Association

New Hampshire Nurses Association

Sigma Theta Tau International honors society
Epsilon Tau chapter

Elliot Health System Patient Experience CPT member

Lynda Martin-Heaney

WORK EXPERIENCE

ELLIOT HEALTH SYSTEM, Manchester, NH

Clinical Manager, Jun 2015 – Present

- Collaborate with the leadership team, education team, and other health care professionals and service providers to ensure optimal patient care.
- Read current literature, talk with colleagues, or participate in professional organizations or conferences to keep abreast of developments in nursing.
- Develop or assist direct care staff in development of care and treatment plans.
- Develop, implement, and evaluate standards of nursing practice in specialty area such as IV, pediatrics, and maternal/child health.
- Identify training needs or conduct training sessions for nursing staff.
- Maintain departmental policies, procedures, objectives, or infection control standards in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Evaluate the quality and effectiveness of nursing practice and organizational systems.
- Instruct nursing staff in areas such as the assessment, development, implementation and evaluation of disability, illness, management, technology, and resources.
- Direct and supervise nursing staff in the provision of patient therapy.
- Develop nursing service philosophies, goals, policies, priorities, and procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Coordinate or conduct educational programs or in-service training sessions on topics such as clinical procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.

Registered Nurse II - IV, Sep 2012 – Jun 2015

- Home administration of IV therapies including chemotherapy, antibiotics, and hydration; Home medication reconciliation; Training and education with patients and families on independent home administration of IV therapies, complete and correct medication administration, and independent wound care; Care Planning; Discharge planning and coordination; Coordination of care with PCPs and specialists; Collaboration with PT, OT, and SLP staff; Collaboration with Hospice staff to transition end of life cases; Peer mentor and primary IV Preceptor; Student mentor; Wound Vac Team member.

GENESIS HEALTHCARE-PLEASANT VIEW, Concord, NH

Registered Nurse - TCU, Sep 2010 – Sep 2012

- Full time primary nurse on busy TCU/Rehab floor. Responsibilities included Medication administration, Delivery of prescribed treatments, Wound care (wound vac experience), Peer training/orientation, Collaboration with therapies (PT, OT, and ST), Alternate charge nurse, Leading care plan meetings, Coordinating patient care with Primary Care Providers, Staff daily assignments, Patient/family teaching. Experienced with IV medications, tube feedings, CADD infusion pumps, and more.

PRIVATE CLIENT (NAME AVAILABLE UPON INTERVIEW), Pembroke, NH

Private Duty Home Health Assistant, Aug 2009 – Sep 2010

- Home health aide assisting quadriplegic client with afternoon and evening ADL's including assistance with physical therapy exercises, incontinent care, and repositioning using mechanical lift equipment (Hoyer lift). Contact information available upon request.

2010 ACT ONE CREATIVE, LLC CONCORD, NH , Concord, NH

Office Manager/Bookkeeper , Jan 2009 – Sep 2010

- Part time office manager and bookkeeper for a well-established graphic design agency. Duties included monthly account reconciliation, weekly accounts payable and receivable, weekly payroll preparation, and Federal and State payroll tax reporting.

BEAUCHESNE & ASSOCIATES, LLC , Pembroke, NH

Bookkeeper/Payroll Processor, Mar 2006 – Sep 2010

- Part time/full time bookkeeping and payroll processing for several clients of a mid-sized accounting firm. Duties included monthly account reconciliation, payroll processing, accounts payable and receivable, and Federal and State payroll tax reporting.

MONTMINY'S COUNTRY STORE , Pembroke, NH

Owner/Operator, Jul 2003 – Feb 2007

- Oversaw all areas of business operations for small country market/take-out restaurant including staff management, bookkeeping and banking, inventory and ordering for retail and restaurant, customer service, menu creation and cooking.

PR RESTAURANTS (PANERA BREAD), Portsmouth, NH

Assistant Manager, Jan 2002 – Jul 2003

- Daily responsibilities included running shifts within corporate guidelines, hiring and training of restaurant staff, scheduling, cash reconciliation, and daily banking.

AMERICAN TRADITIONAL DESIGNS, Northwood, NH

Art Services Director, Mar 1998 – Jan 2002

- Responsibilities included overseeing production of all advertising and marketing pieces, directing photo shoots, coordination of catalogs, graphics and print collateral for trade shows, and hiring/training of art department staff.

PROMARK PROMOTIONS, Concord, NH

Senior Designer, Feb 1991 – Mar 1998

- Performed all senior level tasks: creating multimedia marketing pieces, designing corporate ID packages, writing and directing TV and radio spots, and outsourcing.

EDUCATION

Derry Adult Education, Derry, NH

Completed GED

Granite State College, Concord, NH

Completed coursework towards Business Administration, Mar 1996

Carried 4.0 GPA

Northern Essex Community College, Lawrence, NH

Associates of Science, Nursing , May 2010

Graduated Summa Cum Laude

Franklin Pierce University, Rindge, NH

Bachelor of Science, Nursing, May 2016

Graduated Summa Cum Laude

RACHEL A. CHADDOCK**OBJECTIVE**

Senior Leadership position within a homecare or hospice organization.

PROFESSIONAL PROFILE

A seasoned homecare administrator who makes a difference in the health and well being of individuals and families by impacting how healthcare is delivered in the community. Global thinker with a successful record of leading organizations, program and business development, facilitating change, team building and collaboration. Over twenty-five years of diverse community health and leadership experience including strategic planning, governance, homecare, hospice, private duty, home medical equipment, marketing, quality/outcomes, and information technology.

Demonstrated competencies include:

Partnering

Health Systems
Referral Sources
 Satisfaction
 Sales Plans
 Marketing/Growth
Assisted Living Partnerships
Physician Partnerships
Palliative Care
Mergers
Contracting
Grant Writing

Operational Management

Financial Management
 Operational Budgets
 Performance Indicators
 Capital Budgets
 Value Based Purchasing
Regulatory
 Survey Preparation
 Compliance
Human Resources
 Salaries/Benefits
 Pension/403b
 Employee Satisfaction
Quality
 Quality Indicators
 Value Based Purchasing
 Pt/Caregiver Satisfaction

Program Development

Strategic Planning
New Clinical Programs
 Telehealth
 Acute Condition Rehab
 Personal Care Services
 Hospice Pharmacy Program
 Cardiac Team
Clinical Guidelines
Information Technology
 Electronic Medical Record
 Automated Scheduling
 Telephony

PROFESSIONAL CREDENTIALS

MS Health Administration, University of Massachusetts

BS Nursing, University of Lowell

RN License, active in Massachusetts and New Hampshire

Greater Lowell Health Alliance, Board of Directors

U Mass Lowell Nursing Advisory Board

Home Care Assn of NH, past Secretary, Board of Directors;

Home Care Assn of NH past member, Legislative Committee

PROFESSIONAL EXPERIENCE

VNA of Manchester and Southern NH, Inc.

11/2017-present

Vice President, Home and Community Services

Responsible for the management and operations of the corporation including, the development and administration of the budget, setting of wages and benefits for employees, setting of charges for services offered by the corporation, contracting, oversight of human resources, quality and risk management, marketing, and the development and implementation of strategic plans. Represents the VNA at the Health System level.

Circle Home, Inc./Visiting Nurse Association of Greater Lowell, Inc., CNS Nursing Home Care, Inc.

12/2009-10/2017

Executive Director

Responsible for achievement of mission, vision, organizational goals of a Medicare Certified Home Care and Hospice agency and private duty company. Responsible for financial, administrative, and program management of the agency. Works collaboratively with Board of Directors/Health System to develop and implement strategic initiatives.

- Collaboration with Health System
- Organization restructure
- Rebranding/Name Change
- Growth: Census, PPS episodes, Hospice days, Private Duty
- Relocation

Caritas Home Care, Norwood, MA

5/2009-12/2009

Branch Manager, Waltham Branch

Responsible for the operations of a Medicare Certified Home Care branch including oversight of key performance indicators and implementation of organizational changes.

- Improved productivity
- Began work with branch to create a culture of accountability and quality
- Increased percentage of referrals converted to admissions

Visiting Nurse Association of Manchester & Southern NH, Manchester, NH

1995-2009

Director, Home Health Services

1998-2009

Responsible for operations and administration of clinical departments and programs which have included: Medicare Certified Home Care, Hospice, Private Duty, Maternal Child Health, Home Medical Equipment, Infusion, Pharmacy, Intake/Marketing, and Quality.

- Increased hospice days/census
- Improved the PPS case mix and decreased the visits per episode
- Developed and managed the implementation of new clinical initiatives, including telehealth, acute rehab team, PCSP program, and pharmacy program for hospice
- Reengineered HME and Private Duty Programs to ensure profitability
- Developed the operational plan for and successfully implemented an assisted living partnership
- Implemented the electronic medical record on time and under budget as Clinical Project Manager/ HME automation/ Successful telephony implementation
- Relocation of HME/IV and VNA operations

Director, Elliot Home Care and Home Medical Equipment/IV 1997-1998

Responsible for operations of Medicare Certified and JCAHO accredited homecare agency. Oversight of JCAHO Home Medical Equipment Company offering HME, respiratory services, pharmacy and infusion nursing services.

- Restructured HME/developing effective systems for inventory/purchasing/intake/billing
- Successful JCAHO surveys
- Strategic Planning- co-chaired work group reengineering/design

Director, Elliot Home Care, Manchester, NH 1995- 1997

Responsible for clinical operations of Medicare Certified and JCAHO accredited homecare agency. Supervision of clinical managers, schedulers, secretary.

- Led the clinical merger of two competing Medicare Certified agencies
- Developed policies and procedures
- Developed criteria-based performance evaluations
- Developed marketing brochures
- Developed cardiac team

Olsten Kimberly Quality Care, Watertown, MA 1993-1995

Director of Professional Services

Responsible for clinical operations of branch office's certified and private duty business

- Merged the KQC branch into Olsten branch
- Supervised clinical managers and medical records department
- Assured compliance with home health regulations
- Established quality assurance program

VNA HomeCare Inc, Andover, MA 1989-1993

Senior Nurse Manager

Responsible for clinical management and administrative functioning of the nursing and scheduling department.

Clinical Manager

Managed the home care and maternal child health nursing staff.

VNA of Greater Lowell, Lowell, MA 1982-1989

Liaison Nurse

Assessed patient's home care needs prior to discharge from acute care facilities and coordinated appropriate home care services. Worked collaboratively with nonaffiliated hospitals and discharge planning departments.

Community Health/Hospice Nurse

Provided nursing care to patients in the community.

Lawrence General Hospital, Lawrence, MA 1981-1982

Staff Nurse

Provided direct nursing care to patients on a medical surgical unit.

RACHEL A. CHADDOCK

SUMMARY OF HOMECARE LEADERSHIP EXPERIENCE

Governance

- 19 person Board of Directors
- Revision of Board structure
- Revision of Board bylaws
- Strategic planning
- Corporation Restructuring
- Conversion of for-profit to non-profit
- Increased collaboration with Health System
- Rebranding/Name Change

Operational Excellence

- Quality of Care Rate 3 ½ stars
- Patient Survey 4 stars
- Overall Patient Satisfaction 88%
(above MA/Nation)

Growth

- Increased hospice days 7%
- Increased hospice census approx 28%
- Increased Medicare episodes by 7%

Clinical Management Experience

- Home Care
- Maternal Child Health
- Hospice
- Private Duty
- Home Medical Equipment
- Pharmacy
- Infusion
- Respiratory Therapy
- Community Health Clinics

Clinical Programs Development

- Assisted Living Partnerships
- Acute Condition-Rehab Team
- Personal Care Service Providers
- Hospice Pharmacy Program
- IV Lasix Program
- Clinical Guidelines (CHF/COPD)
- High Risk Assessment Tool
- Physician Partnership Program
- Behavioral Health/Alzheimer's

Current Areas of Oversight

- Quality/Performance Improvement
- Compliance
- Finance
- Marketing
- Business and Program Development
- Fund Raising
- Emergency Preparedness/Safety
- Information Technology
- Clinical Services
- Private Duty
- Human Resources

Information Infrastructure

- Electronic Medical Record
- Automated Scheduling
- Telephony
- Telehealth

Financial Management

- Budgeting
- Financial Indicators
- Capital needs planning
- Monthly Profit/Loss evaluation
- Financial benchmarks
- Improved Hospice Surplus by 20%

Regulatory Knowledge

- Homecare/Hospice/Private Duty licensing
- COPS Homecare/Hospice
- Medicare State Survey Preparation
- Homecare Licensing Surveys
- Past experience with JCAHO Survey
- Legislation
- Policy and Procedure Development
- Contracting
- Medicare Value Based Purchasing (pilot state)

Key Personnel Sheet

Name	Annual Salary	Amount of salary paid out of the PIH contract
Lynda Martin-Heaney	\$97,136.00	0
Marjana Ancic Perez	\$41,871.44	\$19,166
Ashley Plante	\$33,414.16	\$19,166
Donna Frizzell	\$127,504.00	0
Rachel Chaddock	\$241,488.00	0



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

53 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,760

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", with a stylized flourish at the end.

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
		Subtotal		\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		Subtotal		\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
		Subtotal		\$156,664

Attachment A
Financial Details

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	<u>Greater Seacoast Community Health</u>
2.	<u>Lakes Region Community Services</u>
3.	<u>Community Crossroads</u>
4.	<u>VNA Home Health & Hospice Services, Inc.</u>
5.	<u>Community Partners</u>
6.	<u>Gateways Community Services</u>
7.	<u>Monadnock Developmental Services, Inc.</u>
8.	<u>Waypoint</u>

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-
3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH Family Voices

5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only)

6.

7.

8.

9.

Subject: Partners in Health Family Support Services (RFP-2020-DL/SS-01-PARTN-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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA Home Health and Hospice Services, Inc.		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-663-4000	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$256,664
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature <i>Rachel Chadbourne</i>		1.12 Name and Title of Contractor Signatory Vice President, Home and Community Services	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 08, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Kimberly A. Raymond</i>		KIMBERLY A. RAYMOND Notary Public - New Hampshire My Commission Expires December 6, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kimberly Raymond, Notary Public</i>			
1.14 State Agency Signature <i>Deborah D. Schetz</i> Date: <u>5-24-19</u>		1.15 Name and Title of State Agency Signatory <i>Deborah D. Schetz, Director</i>	
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: <i>[Signature]</i> On: <u>5/28/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region VII as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.4.1. Flexible services using the elements of Family Centered Care;
 - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring PIH Family Support Coordinators (FSCs):
 - 2.5.1. Allow families to select the service location.
 - 2.5.2. Assist families with obtaining and completing PIH and/or third party resource applications.
 - 2.5.3. Assist families with setting and updating goals.
 - 2.5.4. Discuss progress toward goals with families receiving services.
 - 2.5.5. Identify barriers to progress towards goals with families receiving services.
 - 2.5.6. Work with families to create plans to address any identified barriers in order to progress toward established goals.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN. The Contractor shall ensure the FSCs:
 - 2.7.1. Collaborate with the PIH Family Council to plan and execute family-oriented events throughout the year which may include, but are not limited to:
 - 2.7.1.1. The Annual Family Picnic in association with the Manchester community leaders involved in:
 - 2.7.1.1.1. The local recreation programs.
 - 2.7.1.1.2. Park management.
 - 2.7.1.1.3. Special needs sporting events.
 - 2.7.1.1.4. Summer programs.
 - 2.7.1.2. The Annual Family Support Conference.
 - 2.7.1.3. A NH Family Voices Workshop, which improves the leadership skills of its attendees.
 - 2.7.1.4. Annual Family Picnics and other events in conjunction with the Nashua PIH region.



- 2.7.1.5. Local and regional seminars and trainings on topics that may include, but are not limited to:
 - 2.7.1.5.1. Leadership.
 - 2.7.1.5.2. Community building.
 - 2.7.1.5.3. Networking.
- 2.7.2. Assist families with applying for grants for home modifications, furniture, attendance at conferences, and other support services, as available.
- 2.7.3. Assist clients and families, as needed, to complete forms for enrollment in programs that may include, but are not limited to:
 - 2.7.3.1. Home Care for Children with Severe Disabilities (HCCSD), aka Katy Beckett; non-income based Medicaid.
 - 2.7.3.2. Early Supports and Services (ESS) for children birth through age three (3).
 - 2.7.3.3. Health Insurance Premium Payment (HIPP), a reimbursement program for people who have both Medicaid and private health insurance.
 - 2.7.3.4. Division of Family Assistance(DFA), the division that provides food stamps, cash assistance as well as other state-level programs of assistance.
- 2.7.4. Assist clients and their families to locate needed equipment and services, as appropriate, which may include, but are not limited to:
 - 2.7.4.1. Therapists.
 - 2.7.4.2. Support groups.
 - 2.7.4.3. Camps and recreational activities.
- 2.7.5. Advocate for clients within school systems by attending meetings and assisting with the Individualized Education Program (IEP) process, when needed.
- 2.7.6. Attend meetings with clients and outside placements to ensure consistent family-centered services are available and provided.
- 2.7.7. Assist families with accessing transportation to medical appointments when a child is not eligible for Medicaid.
- 2.7.8. Assist families with accessing bereavement resources, which may include completing grant applications for funeral expenses.



- 2.8. The Contractor shall accept program referrals from a variety of sources including, but not limited to:
 - 2.8.1. The VNA and other social workers.
 - 2.8.2. Physician offices.
 - 2.8.3. FSCs from other regions.
 - 2.8.4. Department Care Coordinators.
 - 2.8.5. Other SMS providers.
 - 2.8.6. Current clients of the PIH Program.
- 2.9. When a referral is received and preliminary indicators of eligibility are present, the Contractor shall ensure FSCs:
 - 2.9.1. Arrange a home visit with the family to discuss the family's unique circumstances.
 - 2.9.2. Assist families with completing an application for PIH services.
 - 2.9.3. Send a Diagnosis Verification (DV) Form to the child's primary care or specialist physician with the family's written consent.
 - 2.9.4. Admit the child to the program if the DV is returned with ICD-coding and eligibility criteria that meet program requirements in NH Administrative Rule He-M 523.
 - 2.9.5. Send a formal letter to the family confirming enrollment.
 - 2.9.6. Conduct an annual assessment to ensure participants continue to qualify for services.
 - 2.9.7. Assist the family to locate other supports and services within the community, if the child is ineligible for services.
- 2.10. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by:
 - 2.10.1. Reviewing and updating internal policies, procedure, standards, and practices in collaboration with the PIH Family Council periodically, in order to maintain flexibility, consistency and quality when delivering effective and appropriate services that are in compliance with state laws and administrative rules.
 - 2.10.2. Ensuring FSCs are trained in evidence-based practices such as Motivational Interviewing and Person-Centered Planning.



- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
 - 2.12.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.12.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.12.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.12.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.12.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.12.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
 - 2.12.7. Practitioners work with families to mobilize formal and informal resources to support family development.
 - 2.12.8. Programs are flexible and continually responsive to emerging family and community issues.
 - 2.12.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.13. The Contractor shall ensure FSCs collaborate closely with families to build independence using a Family Centered approach by utilizing the PIH Bill of Rights to facilitate conversations with families at annual update meetings to reinforce their right to be treated with respect and dignity.
- 2.14. The Contractor shall ensure FSCs actively advocate for families who have multiple barriers, to access resources in the community by:
 - 2.14.1. Providing regular check-ins with the family.
 - 2.14.2. Communicating with school teams on behalf of or with the family.
 - 2.14.3. Collaborating closely with families to complete applications and access identified resources.



- 2.14.4. Respecting each family's self-determination.
- 2.14.5. Providing services that are appropriate to the family's level of experience and ability.
- 2.15. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
 - 2.15.1. Child health services.
 - 2.15.2. Early supports and services providers.
 - 2.15.3. Parent information centers.
 - 2.15.4. State benefit programs.
 - 2.15.5. Local schools.
 - 2.15.6. Local hospitals and medical providers.
 - 2.15.7. Local town and state governments.
- 2.16. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.17. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall ensure the FSCs:
 - 2.17.1. Meet with other agencies' FSCs on a monthly basis at program meetings as well as communicate with other FSCs through email groups, telephone calls, and the use of a shared google drive.
 - 2.17.2. Communicate with Department Care Coordinators on shared cases and arrange joint visits, when possible, in an effort to:
 - 2.17.2.1. Minimize duplication of services.
 - 2.17.2.2. Maximize communication and coordination.
 - 2.17.3. Attend monthly Department meetings in order to network and collaborate with FSCs from all regions
- 2.18. The Contractor shall ensure FSCs provide educational opportunities to families as well as training and support activities to the PIH Family Council that include, but are not limited to:
 - 2.18.1. Attending the New Hampshire Family Voices conference: Building Blocks for Partners in Health Family Support Councils.



- 2.18.2. Providing information regarding a one-day conference for youth ages fourteen (14) to twenty-six (26) years titled, "Youth for Education and Advocacy in Healthcare (YEAH) Council"
- 2.18.3. Providing access to scholarships to attend the annual New Hampshire Family Support Conference.
- 2.18.4. No cost parent and/or child trauma programming at UpReach Therapeutic Equestrian Center.
- 2.18.5. Attending the Partnering for Strength Conference hosted by the Parent Information Center.
- 2.18.6. Notifying families via email, direct mail, and/or in person about opportunities for education and available community educational supports.
- 2.18.7. Facilitating Family Council meetings at least every other month, when agenda items and priorities are established.
- 2.18.8. Utilizing Transition Readiness Assessment Questionnaires (TRAQ) for clients reaching the age of fourteen (14), to assist the family with facilitating conversations regarding learning adult skills.
- 2.18.9. Initiating conversations with the clients, as they approach eighteen (18) years of age, and their families regarding clients' abilities to make independent decisions as adults, which may include but are not limited to:
 - 2.18.9.1. Presenting information to families regarding securing guardianship of an adult.
 - 2.18.9.2. Assisting with the guardian application process by providing computer access that is needed for filing appropriate forms and documents with the courts.
 - 2.18.9.3. Providing information pertaining to adult Medicaid and other resources to assist the youth with living independently.
 - 2.18.9.4. Educating parents on increasing their adult child's ability to manage healthcare needs.
 - 2.18.9.5. Supporting the parents' and/or guardians' transition from being the decision-makers to remaining actively involved as family support people.
- 2.19. The Contractor shall provide continuing education benefits to the LAS and FSCs through the Elliot Health System (EHS), as well as access to additional funds through a VNA continuing education budget.



- 2.20. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure FSCs support and enhance family independence by:
 - 2.20.1. Offering surveys that begin or continue conversations with families about planning in order to prepare the family emotionally and logistically for next steps after the child ages out of the Social Security Administration (SSA), Partners in Health, and school system supports.
 - 2.20.2. Referring children fourteen (14) years of age and older to the YEAH Council to encourage independence in managing their condition(s) upon reaching eighteen (18) years of age.
 - 2.20.3. Providing ongoing support and encouragement for all active cases.
- 2.21. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.22. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.22.1. Biennial Department Survey.
 - 2.22.2. Biennial PIH Audit.
 - 2.22.3. Contract Compliance Reviews.
- 2.23. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.24. The Contractor shall participate in evaluation activities including, but not limited to:
 - 2.24.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
 - 2.24.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.



- 2.24.3. Ensuring FSCs have open access to the Lead Agency Supervisor (LAS) for questions pertaining to standards or procedures.
- 2.24.4. Ensuring FSCs attend monthly and quarterly Department meetings and respond to emerging issues and initiatives by assessing impact on families.
- 2.24.5. Ensuring supervised FSC field visits with the LAS.
- 2.24.6. Ensuring surveys are sent to families that include, but are not limited to:
 - 2.24.6.1. Providing family contact information to the Department to ensure the biennial program participant survey is mailed to families by the Department and reviewed during the Department annual site survey.
 - 2.24.6.2. Region VII surveys that are composed by the FSCs in collaboration with the PIH Family Council, and then mailed by FSCs to Region VII families. The surveys capture information related to:
 - 2.24.6.2.1. The region's organized activities.
 - 2.24.6.2.2. Family council engagement.
 - 2.24.6.2.3. Ideas and plans for future events and activities.
- 2.24.7. Ensuring the FSC and LAS attend monthly meetings with other regions' FSCs and LAS's.

3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor.
- 3.2. The Contractor shall ensure the Lead Agency Supervisor:
 - 3.2.1. Participates in quarterly meetings with the Department;
 - 3.2.2. Provides supervision to the FSCs; and
 - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of two (2) full-time FSCs to work a minimum of thirty-five (35) hours per week, having at minimum:
 - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC positions in collaboration with the PIH Family Council, in the event of a vacancy.



- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or Lead Agency Supervisor is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the Lead Agency Supervisor provides appropriate supervision to the FSCs including, but not limited to:
 - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
 - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
 - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
 - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.7.1. Program needs.
 - 3.7.2. The individual's experience.
 - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
 - 3.8.1. PIH staff orientation.
 - 3.8.2. Database training.
 - 3.8.3. Lead Agency Supervisor Meetings, at least quarterly.
 - 3.8.4. FSC supervision meetings, at least monthly.
 - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
 - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure Lead Agency Supervisors and FSCs receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
 - 3.9.1. Family Centeredness.
 - 3.9.2. Family Strengthening.
 - 3.9.3. Embracing Diversity.

3.9.4. Community Building.

3.9.5. Evaluation.

4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
 - 5.1.3. Utilizing interest on investments.

6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of one hundred and twenty-five (125) clients and their families per State Fiscal Year.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Partners in Health Family Support Services for
Children and Young Adults with
Chronic Health Conditions

Exhibit B-1

New Hampshire Department of Health and Human Services												
Contractor name: VNA Home Health and Hospice Services, Inc.												
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions												
Budget Period: July 1, 2019-June 30, 2020 (SFY20)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,856.00	\$ -	\$ 87,856.00	\$ 29,324.00	\$ -	\$ 29,324.00	\$ 29,324.00	\$ -	\$ 29,324.00	\$ 29,324.00	\$ -	\$ 29,324.00
2. Employee Benefits	\$ 20,357.00	\$ -	\$ 20,357.00	\$ 20,357.00	\$ -	\$ 20,357.00	\$ 20,357.00	\$ -	\$ 20,357.00	\$ 20,357.00	\$ -	\$ 20,357.00
3. Consultants	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 2,840.00	\$ -	\$ 2,840.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Subgrants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 299.00	\$ -	\$ 299.00	\$ 299.00	\$ -	\$ 299.00	\$ 299.00	\$ -	\$ 299.00	\$ 299.00	\$ -	\$ 299.00
7. Occupancy	\$ 2,662.00	\$ -	\$ 2,662.00	\$ 2,662.00	\$ -	\$ 2,662.00	\$ 2,662.00	\$ -	\$ 2,662.00	\$ 2,662.00	\$ -	\$ 2,662.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (occupancy cost, mat fees)	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ 12,337.00	\$ 12,337.00
14. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
TOTAL	\$ 134,378.00	\$ 12,337.00	\$ 146,715.00	\$ 68,044.00	\$ 12,337.00	\$ 80,381.00	\$ 29,324.00	\$ -	\$ 29,324.00	\$ 78,332.00	\$ -	\$ 78,332.00
Indirect As A Percent of Direct 9.2%												

RL
Contractor Initials
Date 5/10/19

New Hampshire Department of Health and Human Services											
Contractor name: VNA Home Health and Hospice Services, Inc.											
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions											
Budget Period: July 1, 2020-June 30, 2021 (SFY21)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect
1. Total Salary/Wages	\$ 29,530.00	\$ -	\$ 29,530.00	\$ 11,188.00	\$ -	\$ 11,188.00	\$ 28,332.00	\$ -	\$ 28,332.00	\$ -	\$ -
2. Employee Benefits	\$ 20,859.00	\$ -	\$ 20,859.00	\$ 20,859.00	\$ -	\$ 20,859.00	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 2,925.00	\$ -	\$ 2,925.00	\$ 2,925.00	\$ -	\$ 2,925.00	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 308.00	\$ -	\$ 308.00	\$ 308.00	\$ -	\$ 308.00	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,741.00	\$ -	\$ 2,741.00	\$ 2,741.00	\$ -	\$ 2,741.00	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 373.00	\$ -	\$ 373.00	\$ 373.00	\$ -	\$ 373.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Occupancy costs and rent fee	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -
TOTAL	\$ 136,738.00	\$ 12,707.00	\$ 149,445.00	\$ 68,404.00	\$ 12,707.00	\$ 81,111.00	\$ 78,332.00	\$ -	\$ 78,332.00	\$ -	\$ -
Indirect As A Percent of Direct 8.3%											



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;

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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



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

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Vendor Name: VNA Home Health & Hospice Services Inc.

5/23/19

Date

Rachel Chaddock

Name: Rachel Chaddock

Title: Vice President, Home and Community Services



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: YNA Home Health and Hospice Services, Inc.

5/23/19
Date

Rachel Chaddock
Name: Rachel Chaddock
Title: Vice President, Home and Community Services



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19

Date

Rachel Chaddock

Name: Rachel Chaddock

Title: Vice President, Home and Community Services



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials

EL

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: VNA Home Health and Hospice Services Inc.

5/23/14
Date

Rachel Chaddock
Name: Rachel Chaddock
Title: Vice President, Home and Community Services

Exhibit G

Vendor Initials

RL

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19
Date

Rachel Chaddock
Name: Rachel Chaddock
Title: Vice President, Home and Community Services, Inc.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Deborah D. Schetz
Signature of Authorized Representative

Deborah D. Schetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-24-19
Date

VNA Home Health and Hospice Services, Inc.

Name of the Vendor

Rachel Chaddock
Signature of Authorized Representative

Rachel Chaddock
Name of Authorized Representative

Vice President, Home and Community Services
Title of Authorized Representative

5/23/19
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 Vendor 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 Vendor 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.

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19
Date

Rachel Chaddell
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: 07988245
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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS



I. 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 as "Computer Security Incident" in Section 2.1 of NIST Publication 800-61 Rev. 2, Computer Security Incident Handling Guide.
3. "Confidential Information" or "Confidential Data" means all information owned, managed, created, received from, or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Administration, and Criminal Justice Information Services (CJIS) data.
4. "Derivative Data" means data or information based on or created from Confidential Data.
5. "End User" means any person or entity (e.g. 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.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes successful attempts 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 documents or mail.
8. "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



DHHS INFORMATION SECURITY REQUIREMENTS

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 or Confidential Data.

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. "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.
11. "Virtual Private Network" (VPN) shall mean network technology that creates a secure private connection between the device and endpoint; hiding IP address and encrypting all data in motion.

II. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit DHHS Confidential Information except as required or permitted as outlined under this Contract and to carry out its obligations hereunder or as required by law.
2. The Contractor must not disclose any DHHS Confidential Information in connection with this Agreement 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 unless a subpoena requires such disclosure.
3. The Contractor agrees that DHHS Confidential Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees to provide to the authorized representative of the State of New Hampshire minimal necessary physical and logical process procedures, systems documents, and logs, specifically related to DHHS Confidential data, for the purpose of inspecting to confirm compliance with the terms of this Contract.

III. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application's encryption capabilities ensure secure transmission via the internet. Contractor will encrypt DHHS confidential data, when practical, throughout the data lifecycle while within EHS's network when using, storing, transmitting, and sharing DHHS confidential data within the terms of this agreement with any applicable End User.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS



2. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is protected using encryption protection and being sent to and being received by email addresses of persons authorized to receive such information.
3. Encrypted Website. If Contractor is employing the Web to transmit DHHS Confidential Data, the secure socket layers (SSL) must be used and the website must be secure (SSL encrypts data transmitted via a website).
4. File Hosting Services, also known as File Sharing Sites. Contractor may not use personal, unmanaged, and unprotected file hosting services, such as Dropbox or Google Cloud Storage, to transmit DHHS Confidential Data, without written exception from DHHS Information Security.
5. Ground Mail Service. Contractor may only transmit DHHS Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
6. Open Wireless Networks. Contractor may not transmit DHHS Confidential Data via an open wireless network unless employing a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, such as a virtual private network (VPN).
7. Contractor will employ data protections and secure data management policies, processes, and technologies when handling, storing and transmitting DHHS Confidential Data, including during remote user communication, secure file transfer protocol, using wireless devices, and other file transfer mechanisms. Transport layer security protocol (TLS) may not be used to transmit Confidential Data without written exception from DHHS Information Security.

IV. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Confidential Data and any derivative of DHHS Confidential Data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy DHHS Confidential Data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to Exhibit K survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process DHHS Confidential Data or State of New Hampshire intellectual property collected in connection with the services rendered under this Contract outside of the United States without written exception from DHHS Information Security. 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 security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or DHHS

New Hampshire Department of Health and Human Services



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

Confidential Information for contractor provided systems accessed or utilized for purposes of carrying out this contract.

3. The Contractor agrees to provide or require security awareness and education for/of its End Users in support of protecting DHHS Confidential Information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
5. The Contractor agrees Federal Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding privacy and security. The Contractor agrees DHHS non-Federal Confidential Data stored in a Cloud Computing Solution (CPS), is segmented from non-DHHS data and must follow the HIPAA Security Rule, Privacy Rule, and HIPAA Cloud Computing Guidance (<https://www.hhs.gov/hipaa/for-professionals/special-topics/cloud-computing/index.html>). All servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>). As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection.
6. The Contractor agrees to work collaboratively with the State's Chief Information Security Officer (CISO) in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor maintains DHHS Confidential Information on its systems in connection with this agreement (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 Confidential 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 DHHS Confidential 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. In the event where the Contractor has comingled data and the destruction is not feasible the State and Contractor will



DHHS INFORMATION SECURITY REQUIREMENTS

jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

2. Unless otherwise specified or otherwise deemed impracticable by Contractor within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of State of NH Confidential Data using a secure method such as shredding. Contractor must notify DHHS Information Security immediately upon determining destruction of DHHS hard copy Confidential Data, in connection with this agreement, is impracticable within said timeframe. The Contractor and DHHS Information Security will agree upon an acceptable timeframe for hard copy destruction. If it is agreed it is infeasible to return or destroy the Confidential Data within the agreed upon time period or at all, protections are extended to such information, in accordance with this Agreement.
3. Unless otherwise specified or otherwise deemed impracticable by Contractor within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic State of NH Confidential Data, in connection with this agreement, by means of data erasure, also known as secure data wiping. Contractor must notify DHHS Information Security immediately upon determining destruction of DHHS electronic Confidential Data is impracticable within said timeframe. The Contractor and DHHS Information Security will agree upon an acceptable timeframe for hard copy destruction. If it is agreed it is infeasible to return or destroy the Confidential Data within the agreed upon time period or at all, protections are extended to such information, in accordance with this Agreement.

V. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Confidential Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain security controls to protect DHHS Confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect DHHS 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 authentication and access controls to contractor systems that collect, transmit, or store DHHS Confidential Information where applicable.
 4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End User(s) will maintain 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.
 5. The Contractor will collaborate with DHHS to review, sign and comply with all applicable

New Hampshire Department of Health and Human Services

Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

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.

6. 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.
7. **Data Security Breach Liability.** In the event of any incident, computer security incident, or breach, Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future incident, computer security incident or breach and minimize any damage or loss resulting from the incident, security incident, or breach. Should an incident, computer security incident, or breach be determined to have been caused by the Contractor and/or End User's failure to safeguard State of New Hampshire networks, systems or DHHS Confidential Data, then the State shall recover from the Contractor and/or End User all costs of response and recovery from the Incident, Computer Security Incident, or Breach.
8. Contractor must comply with all applicable state and federal regulations regulating to the privacy and security of DHHS Confidential Information, and safeguard DHHS Confidential Information at level consistent with the requirements applicable to state and federal agencies. Contractor agrees to establish and maintain administrative, technical, and physical safeguards to protect the confidentiality of DHHS Confidential Data and to prevent unauthorized use or access to it. The safeguards, in connection with DHHS data under this agreement, 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 consistent with the scope of the contract.
9. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VIII below as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that a breach or security incident has occurred and that Confidential Information/Data may have been exposed or compromised.
10. Contractor agrees to use the minimum necessary Confidential Data in performance of this Contract.
11. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.
12. The Contractor will collaborate with the DHHS to demonstrate compliance with the privacy and security requirements provided in herein, HIPAA, and other

New Hampshire Department of Health and Human Services

Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS



applicable laws and Federal regulations until such time as the Confidential Information/Data is disposed of in accordance with this Contract.

VII LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches affecting DHHS data as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that the aforementioned has occurred and that DHHS confidential data may have been exposed or compromised.

The Contractor must comply with all applicable state and federal regulations regulating to the privacy and security of State of NH and DHHS Confidential information, and safeguard DHHS Confidential Information at level consistent with the requirements applicable to state and federal agencies. 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;
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and
6. Address and report Incidents, Computer Security Incidents, and/or Breaches that implicate Personal Information in accordance with NH RSA 359-C:20.

VIII PERSONS TO CONTACT

1. DHHS Privacy Officer:
DHHSPrivacyOfficer@dhhs.nh.gov
2. DHHS Security Officer:
DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Waypoint ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract) and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,243,992.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, to read:
 - 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Sites, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Conducting comprehensive needs assessments using a Department-approved tool. The Contractor shall:
 - 2.1.1.1. Complete needs assessments for families or youth no later than two (2) calendar weeks from the date of eligibility determination.
 - 2.1.1.2. Review, reassess and update needs assessments with each family or youth, biannually and more often as needed; and
 - 2.1.1.3. Ensure individuals fourteen (14) years of age and older complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals.
 - 2.1.2. Utilizing needs assessment information to develop and implement action plans for service delivery, in accordance with NH Administrative Rule He-M 523.10(d)(8). The Contractor shall:
 - 2.1.2.1. Document the action plan and upload documentation in the PIH data system; and
 - 2.1.2.2. Provide an updated copy of the action plan to the family and/or youth participant after each update.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.31, to

read:

- 2.31. The Contractor shall maintain a minimum caseload of sixty (60) individuals per region per state fiscal year.
5. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1, to read:
 - 4.1. The Contractor shall provide quarterly reports that include, but are not limited to:
 - 4.1.1. The percentage of client data that is entered within five (5) business days from the action taken with the individual.
 - 4.1.2. The percentage of applications that are overdue at the end of each quarter and by how many days.
 - 4.1.3. The percentage of youth ages fourteen (14) years and older and/or their family caregiver who identified a minimum of one (1) TRAQ goal.
 - 4.1.4. The percentage of youth ages fourteen (14) and older and/or their family caregiver who met a minimum of one (1) of the previous year's TRAQ goals.
6. Modify Exhibit A, Scope of Services, Section 4, Reporting, by adding Subsection 4.3, to read:
 - 4.3. The Contractor shall submit a corrective action plan within thirty (30) days of any quarterly report that identifies contractual noncompliance. The Contractor shall utilize the Department's corrective action plan tool to identify:
 - 4.3.1. Factors that contributed to the non-compliance;
 - 4.3.2. The proposed plan to correct the noncompliance issue; and
 - 4.3.3. Personnel responsible for implementing the corrective plan; and
 - 4.3.4. Plan to mitigate noncompliance issues in the future.
7. Modify Exhibit A, Scope of Services, Section 6, Deliverables, to read:
 6. Performance Measures
 - 6.1. The Contractor shall ensure 75% of young adults between the ages of fourteen (14) and twenty-one (21) years old identify a minimum of one (1) goal following the initial TRAQ assessment.
 - 6.2. The Contractor shall ensure 70% of young adults ages fourteen (14) years and older, and/or their family caregiver meet a minimum of one (1) of the previous year's transition goals.
 - 6.3. The Contractor shall ensure 85% of the Department approved Participant Survey respondents indicate satisfaction with services provided by their coordinator in the past twelve (12) months.
8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget and Exhibit B-16, Amendment #1 Budget.

9. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5, to read:

- 5.1. The Contractor shall budget a minimum of \$20,000 per site of Flex Funds to be applied toward family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities and shall be invoiced on an actual cost reimbursement basis.
10. Add Exhibit B-9, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-10, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-11, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-12, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-13, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
15. Add Exhibit B-14, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
16. Add Exhibit B-15, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
17. Add Exhibit B-16, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/15/2021

Date

DocuSigned by:

Christine Santaniello

BD6064FFECED484

Name: Christine Santaniello

Title: Director

Waypoint

6/9/2021

Date

DocuSigned by:

Borja Alvarez de Toledo

2E8D8A264D9E4B0

Name: Borja Alvarez de Toledo

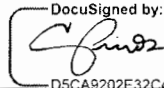
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:


D5CA9202E32C44E

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Partners in Health Family Support Services for
Children and Young Adults with
Chronic Health Conditions

Exhibit B-9, Amendment #1 Region 1 Budget

New Hampshire Department of Health and Human Services

Contractor name: **Waypoint**

Budget Request for: **Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions**

Budget Period: **July 1, 2021-June 30, 2022 (SFY22)**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -	\$ 59,000.00
2. Employee Benefits	\$ 8,354.00	\$ -	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -	\$ 8,354.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 127,354.00	\$ -	\$ 127,354.00	\$ -	\$ -	\$ -	\$ 127,354.00	\$ -	\$ 127,354.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022 (SFY22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
2. Employee Benefits	\$ 3,427.00	\$ -	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -	\$ 3,427.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,927.00	\$ -	\$ 46,927.00	\$ -	\$ -	\$ -	\$ 46,927.00	\$ -	\$ 46,927.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022 (SFY22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
2. Employee Benefits	\$ 2,166.00	\$ -	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -	\$ 2,166.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,166.00	\$ -	\$ 39,166.00	\$ -	\$ -	\$ -	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

0.0%

Exhibit B-12, Amendment #1 Region 4 Budget

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2021-June 30, 2022 (SFY22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

Indirect As A Percent of Direct

0.0%

Exhibit B-13, Amendment #1 Region 1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022 - June 30, 2023 (SFY23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -	\$ 59,000.00
2. Employee Benefits	\$ 8,354.00	\$ -	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -	\$ 8,354.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 127,354.00	\$ -	\$ 127,354.00	\$ -	\$ -	\$ -	\$ 127,354.00	\$ -	\$ 127,354.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023 (SFY23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
2. Employee Benefits	\$ 3,427.00	\$ -	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -	\$ 3,427.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,927.00	\$ -	\$ 46,927.00	\$ -	\$ -	\$ -	\$ 46,927.00	\$ -	\$ 46,927.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023 (SFY23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
2. Employee Benefits	\$ 2,166.00	\$ -	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -	\$ 2,166.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,166.00	\$ -	\$ 39,166.00	\$ -	\$ -	\$ -	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

0.0%

Exhibit B-16, Amendment #1 Region 4 Budget

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2022-June 30, 2023 (SFY23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

Indirect As A Percent of Direct

0.0%

State of New Hampshire

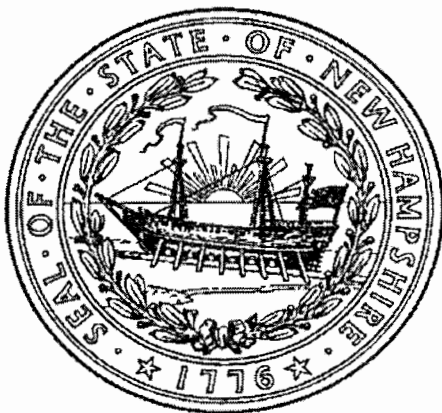
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. 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: **62585**

Certificate Number: **0005361581**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, KENNETH SHELDON, Board Chair, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of WAYPOINT.
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12/4/18:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

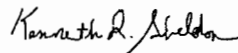
RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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.

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 15th day of June, 2021.



Kenneth Sheldon (Signature of the Elected Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com														
INSURED Waypoint Po Box 448 Manchester NH 03105	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C: Travelers Cas. & Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: Granite State Health Care and Human Services Self-		INSURER C: Travelers Cas. & Surety Co of America	31194	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Ins Co	18058														
INSURER B: Granite State Health Care and Human Services Self-															
INSURER C: Travelers Cas. & Surety Co of America	31194														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 20-21 All, 21-22 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Professional Liability			PHPK2151359	07/01/2020	07/01/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate - Prof Liab \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			PHPK2151341	07/01/2020	07/01/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB728723	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20210000429 (3a.) NH	02/01/2021	02/01/2022	☒ 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
C	Fidelity & Forgery			105912196	04/01/2021	04/01/2024	Limit \$500,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: DHHS Job Type:]

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services Brown Building 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy



HEADQUARTERS

toll free (800) 640.6486
office (603) 518.4000
fax (603) 668.6260

464 Chestnut Street
PO Box 448
Manchester, NH 03105
waypointnh.org



WAYPOINT

Help Along the Way

WAYPOINT

Consolidated Financial Statements and Supplementary Information
For the Year Ended December 31, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2020, and the related consolidated statements of activities, functional expenses, and cash flows 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 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



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 Waypoint as of December 31, 2020, and the changes in net assets and its 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 Waypoint's 2019 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated May 26, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2020 and 2019 are presented for purposes of additional analysis 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 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 21, 2021 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our



testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

A handwritten signature in dark ink that reads 'Melanson' in a cursive, flowing script.

Merrimack, New Hampshire
April 21, 2021

WAYPOINT**Consolidated Statement of Financial Position****December 31, 2020****(with comparative totals as of December 31, 2019)**

	2020			2019
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 2,127,044	\$ 626,270	\$ 2,753,314	\$ 107,732
Restricted cash	72,111	-	72,111	69,747
Accounts receivable, net	355,608	-	355,608	582,428
Grants receivable	845,159	-	845,159	678,502
Contributions receivable	-	-	-	79,161
Prepaid expenses	177,418	-	177,418	145,979
Total Current Assets	3,577,340	626,270	4,203,610	1,663,549
Noncurrent Assets:				
Investments	18,602,732	2,729,290	21,332,022	18,887,020
Beneficial interest held in trusts	-	1,987,871	1,987,871	1,837,101
Property and equipment, net	6,437,580	-	6,437,580	6,460,382
Total Noncurrent Assets	25,040,312	4,717,161	29,757,473	27,184,503
TOTAL ASSETS	\$ 28,617,652	\$ 5,343,431	\$ 33,961,083	\$ 28,848,052
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 238,348	\$ -	\$ 238,348	\$ 139,382
Accrued payroll and related liabilities	621,258	-	621,258	646,070
Other liabilities	64,899	-	64,899	66,628
Bonds payable	160,000	-	160,000	150,000
Refundable advance	2,088,559	-	2,088,559	-
Total Current Liabilities	3,173,064	-	3,173,064	1,002,080
Noncurrent Liabilities:				
Bonds payable, net of current portion	3,755,000	-	3,755,000	3,915,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	1,282,753	-	1,282,753	1,072,580
Refundable advance	440,750	-	440,750	-
Total Noncurrent Liabilities	6,728,503	-	6,728,503	6,237,580
Total Liabilities	9,901,567	-	9,901,567	7,239,660
Net Assets:				
Without donor restrictions	18,716,085	-	18,716,085	16,779,112
With donor restrictions	-	5,343,431	5,343,431	4,829,280
Total Net Assets	18,716,085	5,343,431	24,059,516	21,608,392
TOTAL LIABILITIES AND NET ASSETS	\$ 28,617,652	\$ 5,343,431	\$ 33,961,083	\$ 28,848,052

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

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2020
(with comparative totals for the year ended December 31, 2019)

	2020		
	Without Donor Restrictions	With Donor Restrictions	2019 Total
SUPPORT AND REVENUE:			
Support:			
Government grants	\$ 8,253,575	\$ -	\$ 8,253,575
Contributions	534,284	1,272,131	1,806,415
In-kind contributions	48,079	-	48,079
Income from special events, net	421,706	-	421,706
Revenue:			
Service fees	4,892,693	-	4,892,693
Other (loss)	30,607	-	30,607
Net assets released from restriction:			
Program releases	1,184,550	(1,184,550)	-
Endowment releases	30,058	(30,058)	-
Endowment transfer to support operations	172,162	-	172,162
Total Support and Revenue	15,567,714	57,523	15,625,237
OPERATING EXPENSES:			
Program services	13,335,147	-	13,335,147
Management and general	1,615,774	-	1,615,774
Fundraising	637,485	-	637,485
Total Operating Expenses	15,588,406	-	15,588,406
Change in net assets before non-operating items	(20,692)	57,523	36,831
NON-OPERATING ITEMS:			
Investment income (loss)	2,327,782	305,858	2,633,640
Unrealized gain (loss) on interest rate swap	(210,173)	-	(210,173)
Gain on the sale of asset	11,132	-	11,132
Change in beneficial interest	-	150,770	150,770
Interest income	1,086	-	1,086
Endowment transfer to support operations	(172,162)	-	(172,162)
Total Non-Operating Items	1,957,665	456,628	2,414,293
CHANGE IN NET ASSETS	1,936,973	514,151	2,451,124
NET ASSETS, BEGINNING OF YEAR	16,779,112	4,829,280	21,608,392
NET ASSETS, END OF YEAR	\$ 18,716,085	\$ 5,343,431	\$ 24,059,516

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

WAYPOINT**Consolidated Statement of Functional Expenses**

For the Year Ended December 31, 2020
(with comparative totals for the year ended December 31, 2019)

	2020			2019
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Personnel expense:				
Salaries and wages	\$ 7,594,485	\$ 953,404	\$ 387,778	\$ 8,935,667
Employee benefits	1,076,199	140,540	22,756	1,239,495
Retirement plan	51,179	35,001	7,131	93,311
Payroll related costs	853,429	84,386	31,656	969,471
Mileage reimbursement	192,609	505	65	193,179
Contracted services	524,432	113,605	79,701	717,738
Subtotal personnel expense	<u>10,292,333</u>	<u>1,327,441</u>	<u>529,087</u>	<u>12,148,861</u>
Accounting	-	34,620	-	34,620
Assistance to individuals	717,571	7,675	-	725,246
Communications	155,169	14,488	8,829	178,486
Conferences, conventions, meetings	95,019	33,592	821	129,432
Depreciation	409,308	53,008	-	462,316
In-kind contributions	48,079	-	-	48,079
Insurance	78,300	12,082	2,623	93,005
Interest	236,318	37,781	2,779	276,878
Legal	-	14,795	-	14,795
Membership dues	25,360	2,908	1,660	29,928
Miscellaneous	51,364	20,620	940	72,924
Occupancy	609,498	4,217	41,054	654,769
Printing and publications	75,041	4,808	32,446	112,295
Rental and equipment maintenance	273,202	28,880	13,887	315,969
Supplies	241,427	15,420	3,349	260,196
Travel	27,158	3,439	10	30,607
Total	<u>\$ 13,335,147</u>	<u>\$ 1,615,774</u>	<u>\$ 637,485</u>	<u>\$ 15,588,406</u>
				<u>\$ 13,912,031</u>

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

WAYPOINT

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2020

(with comparative totals for the year ended December 31, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,451,124	\$ 2,404,483
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	462,316	366,851
Disposals of fixed assets	13,432	-
Realized (gain) loss on investments	(27,715)	(129,565)
Unrealized (gain) loss on investments	(2,053,523)	(2,805,664)
Change in beneficial interest in trusts	(150,770)	(157,510)
Change in interest rate swap	210,173	187,055
Inclusion of new entity in consolidated financial statements	-	20,085
Changes in operating assets and liabilities:		
Accounts receivable	226,820	(247,678)
Grants receivable	(166,657)	(299,140)
Contributions receivable	79,161	(19,161)
Prepaid expenses	(31,439)	46,765
Accounts payable	98,966	(78,303)
Accrued payroll and related liabilities	(24,812)	81,334
Refundable advance	2,529,309	-
Other liabilities	(1,729)	(671)
Net Cash Provided (Used) By Operating Activities	3,614,656	(631,119)
Cash Flows From Investing Activities:		
Purchases of investments	(562,926)	(511,347)
Proceeds from sale of investments	199,162	699,950
Purchase of fixed assets	(452,946)	(318,582)
Net Cash Used By Investing Activities	(816,710)	(129,979)
Cash Flows From Financing Activities:		
Payment of long-term debt	(150,000)	(140,000)
Net Cash Used By Financing Activities	(150,000)	(140,000)
Net Change in Cash and Cash Equivalents	2,647,946	(901,098)
Cash and Cash Equivalents and Restricted Cash, Beginning	177,479	1,078,577
Cash and Cash Equivalents and Restricted Cash, Ending	\$ <u>2,825,425</u>	\$ <u>177,479</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	\$ <u>276,878</u>	\$ <u>319,406</u>

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

WAYPOINT

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2020

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Early Childhood – Family Support & Education Services

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services

Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services

A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption

A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care

The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services

The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

Camp Spaulding

Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience.

The New Hampshire Children's Lobby

Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

The Children's Place and Parent Education Center

The Children's Place and Parent Education Center (TCP) in Concord, NH provides both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

2. Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include Waypoint, Child and Family Realty Corporation, and The Children's Place and Parent Education Center, commonly controlled organizations. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated 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 audited consolidated financial statements for the year ended December 31, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have

been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the

straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2020 or 2019.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services are recognized as the services are provided. Program services fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received in 2020 or 2019.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function.

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses

require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs and supporting services.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint and the Children's Place and Parent Education Center have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2020 and 2019, the Organizations were not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires 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 may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments 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 change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency

of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and will be effective for the Organization for the year ending December 31, 2022. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 2,753,314	\$ 107,732
Accounts receivable, net	355,608	582,428
Grants receivable	845,159	678,502
Contributions receivable	-	79,161
Investments	21,332,022	18,887,020
Beneficial interest held in trusts	<u>1,987,871</u>	<u>1,837,101</u>
Total financial assets	27,273,974	22,171,944
Less amounts not available to be used within one year:		
Net assets with donor restrictions	5,343,431	4,829,280
Less:		
Net assets with purpose restrictions to be met in less than a year	(626,270)	(538,689)
Donor-restricted endowment subject to spending policy rate		
(4.00% in 2020 and 2019) and appropriation	(109,172)	(98,140)
Board-designated endowment	18,611,817	15,894,841
Less:		
Board-designated endowment annual spending		
policy rate (4.00%)	<u>(552,828)</u>	<u>(563,860)</u>
Total amounts not available to be used within one year	<u>22,666,978</u>	<u>19,523,432</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 4,606,996</u>	<u>\$ 2,648,512</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consist of the following at December 31, 2020 and 2019:

	2020			2019		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Fees for service	\$ 357,308	(1,700)	355,608	\$ 584,728	(2,300)	582,428
Total	<u>\$ 357,308</u>	<u>\$ (1,700)</u>	<u>\$ 355,608</u>	<u>\$ 584,728</u>	<u>\$ (2,300)</u>	<u>\$ 582,428</u>

5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

6. Investments

Investments measured at fair value on a recurring basis consist of mutual funds totaling \$21,332,022 and \$18,887,020 at December 31, 2020 and 2019, respectively. During 2020 and 2019, the Organization recognized \$2,269,978 and \$2,935,229, respectively, of net gains and losses on investments. Of those amounts, \$2,269,978 and \$2,935,229 was recognized on investments of equity securities held at December 31, 2020 and 2019, respectively.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees was 4.00% of the average fair market value of all investments over the previous twelve quarters for 2020 and 2019.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2020 and 2019, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$965,181 and \$858,994, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2020</u>	<u>2019</u>
Greenleaf	100%	\$ 395,121	\$ 384,004
Spaulding	100%	350,378	332,956
Cogswell	50%	<u>277,191</u>	<u>261,147</u>
Total		\$ <u>1,022,690</u>	\$ <u>978,107</u>

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property and Equipment

Property and equipment is comprised of the following at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	9,003,702	8,862,063
Furniture, fixtures, and equipment	908,672	843,251
Vehicles	86,019	107,581
Software	503,924	377,333
Construction in progress	-	5,415
Subtotal	11,617,266	11,310,592
Less accumulated depreciation	<u>(5,179,686)</u>	<u>(4,850,210)</u>
Total	<u>\$ 6,437,580</u>	<u>\$ 6,460,382</u>

9. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2020 and is payable on demand. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2020), adjusted daily. At December 31, 2020 and 2019, the balance on this line of credit was \$0 and \$529, respectively.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As

a result, the cost of the interest rate swap for 2020 and 2019 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2020 and 2019, the Organization recorded the swap liability position of \$1,282,753 and \$1,072,580, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2020, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2021	\$ 160,000
2022	165,000
2023	175,000
2024	180,000
2025	195,000
Thereafter	<u>3,040,000</u>
Total	\$ <u>3,915,000</u>

11. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

12. Refundable Advance

Refundable advances totaling \$2,529,309 at December 31, 2020 are included primarily of start-up funds and flex funds received in advance from the New Hampshire Department of Health and Human Services for community-based voluntary services. Revenues will be recognized as services are performed.

13. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Endowment

As of December 31, 2020, the Board of Trustees had designated \$18,611,817 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2020 or 2019.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy rate in 2020 and 2019 was 4.00%, of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment net assets as of December 31, 2020 and changes in endowment net assets for the year ended December 31, 2020 are as follows:

	Without Donor Restrictions	With Donor Restrictions				Total Net Endowment Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	
Endowment net assets, beginning of year	\$ 15,894,841	\$ 538,689	\$ 774,084	\$ 1,679,406	\$ 2,992,179	\$ 18,887,020
Contributions	19,609	-	-	-	-	19,609
Appropriations from endowment	(169,104)	-	(30,058)	-	(30,058)	(199,162)
Temporary appropriation for purpose-restricted net assets	538,689	(538,689)	-	-	(538,689)	-
Investment income, net	2,327,782	-	306,663	(805)	305,858	2,633,640
Endowment net assets, end of year	\$ 18,611,817	\$ -	\$ 1,050,689	\$ 1,678,601	\$ 2,729,290	\$ 21,341,107

The net asset composition of endowment net assets as of December 31, 2019 and changes in endowment net assets for the year ended December 31, 2019 are as follows:

	Without Donor Restrictions	With Donor Restrictions				Total Net Endowment Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	
Endowment net assets, beginning of year	\$ 14,007,444	\$ -	\$ 453,544	\$ 1,679,406	\$ 2,132,950	\$ 16,140,394
Contributions	66,325	-	-	-	-	66,325
Appropriations from endowment	(625,249)	-	(74,751)	-	(74,751)	(700,000)
Temporary appropriation for purpose-restricted net assets	(538,689)	538,689	-	-	538,689	-
Investment income, net	2,985,010	-	395,291	-	395,291	3,380,301
Endowment net assets, end of year	\$ 15,894,841	\$ 538,689	\$ 774,084	\$ 1,679,406	\$ 2,992,179	\$ 18,887,020

14. Net Assets

Net assets without donor restriction are comprised of the following at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Undesignated net assets	\$ 104,268	\$ 884,271
Board designated endowment	<u>18,611,817</u>	<u>15,894,841</u>
Total	<u>\$ 18,716,085</u>	<u>\$ 16,779,112</u>

Net assets with donor restrictions are comprised of the following at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Camp	\$ 67,747	\$ 71,265
Child abuse prevention	67,750	98,265
Family counseling	-	9,398
Family resource center	148,763	34,569
Homecare	93,616	111,587
Human trafficking	-	10,000
IT and other projects	88,552	108,522
Teen and youth	99,787	95,083
The Children's Place	<u>60,055</u>	<u>-</u>
	626,270	538,689
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	219,094	176,893
Camp operations	307,937	198,902
Other purposes	<u>523,658</u>	<u>398,289</u>
	1,050,689	774,084
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,183	548,988
Other purposes	<u>997,011</u>	<u>997,011</u>
	<u>1,678,601</u>	<u>1,679,406</u>
Total restricted endowment	2,729,290	2,453,490
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,987,871</u>	<u>1,837,101</u>
Total	<u>\$ 5,343,431</u>	<u>\$ 4,829,280</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions:		
Camp	\$ -	\$ 119,417
Child abuse prevention	123,125	150,071
Family counseling	16,954	41,834
Family resource center	30,691	2,211
Homecare	391,706	295,499
Human trafficking	35,000	50,000
IT and other projects	308,910	312,866
Teen and youth	218,467	222,349
The Children's Place	59,697	-
	<u>1,184,550</u>	<u>1,194,247</u>
Restricted-purpose spending-rate distributions and appropriations:		
General operations	-	11,268
Camp operations	-	27,789
Other purposes	30,058	35,694
	<u>30,058</u>	<u>74,751</u>
Total	<u>\$ 1,214,608</u>	<u>\$ 1,268,998</u>

15. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

16. Paycheck Protection Program (PPP)

In April 2020, the Organization received proceeds in the amount of \$1,741,500 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after eight or twenty-four weeks providing

the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the eight or twenty-four week period. Any unforgiven portion of the PPP loan is payable over two or five years at an interest rate of 1%, with deferral of payments for the first ten months. The Organization used the proceeds for purposes consistent with the PPP requirements. As of December 31, 2020, the Organization has recognized the entire amount of the PPP funds as contribution income and subsequent to year end the entire amount was forgiven.

17. Assistance to Individuals

Assistance to individuals is comprised of the following for the years ended December 31, 2020 and 2019 (rounded to the nearest thousand):

	<u>2020</u>	<u>2019</u>
Payment to parents of foster children	\$ 173	\$ 302
Housing assistance to youth at risk of homelessness	376	144
Gift cards provided to families during holiday season	50	59
Food for at risk youth	13	25
Other assistance such as medical, childcare, transportation, and family activities	<u>113</u>	<u>186</u>
Total	<u>\$ 725</u>	<u>\$ 716</u>

18. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. Contributions made to the plan by the Organization for the years ended December 31, 2020 and 2019 totaled \$93,311 and \$0, respectively.

19. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$199,910 and \$182,763 for the years ended December 31, 2020 and 2019, respectively.

20. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the years ended December 31, 2020 and 2019, the total legal expense from related parties was \$4,505 and \$15,680, respectively.

21. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on the individuals served, employees, and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Organization's financial condition or results of operations is uncertain.

22. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

23. Subsequent Events

Subsequent events have been evaluated through April 21, 2021, the date the consolidated financial statements were available to be issued.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2020

	Family Counseling	Teen and Youth	Child Care Services	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2020 Total
Salaries and wages	\$ 225,559	\$ 877,712	\$ 98,942	\$ 1,781,210	\$ 2,030,560	\$ 384,448	\$ 1,972,400	\$ 89,840	\$ 133,705	\$ 109	\$ 7,594,485	\$ 953,404	\$ 387,778	\$ 8,935,667
Employee benefits	22,577	167,089	1,417	261,949	335,582	39,558	234,327	10,559	3,113	28	1,076,199	140,540	22,756	1,239,495
Retirement plan	1,313	8,268	-	12,833	17,170	3,179	5,270	826	2,320	-	51,179	35,001	7,131	93,311
Payroll related costs	29,057	96,050	7,011	202,468	231,330	45,300	222,488	8,704	11,014	7	853,429	84,386	31,656	969,471
Mileage reimbursement	1,243	26,162	19	84,697	26,123	7,486	46,544	266	69	-	192,609	505	65	193,179
Contracted services	4,767	54,403	26,422	73,707	269,598	55,957	25,255	11,230	3,078	15	524,432	113,605	79,701	717,738
Accounting	-	-	-	-	-	-	-	-	-	-	-	34,620	-	34,620
Assistance to individuals	309	314,895	307	199,643	179,327	9,209	2,152	11,112	617	-	717,571	7,675	-	725,246
Communications	2,712	33,035	3,649	40,739	45,386	5,358	19,809	2,088	2,116	77	155,169	14,488	8,829	178,486
Conferences, conventions, meetings	3,171	12,323	2,765	19,038	32,639	8,557	13,770	1,099	1,639	18	95,019	33,592	821	129,432
Depreciation	634	112,946	56,706	59,473	60,322	19,196	19,119	7,924	3,386	69,602	409,308	53,008	-	462,316
In-kind contributions	-	31,458	-	-	16,621	-	-	-	-	-	48,079	-	-	48,079
Insurance	1,925	11,834	-	26,461	22,544	4,379	9,367	881	903	6	78,300	12,082	2,623	93,005
Interest	1,865	34,373	1,593	65,002	68,960	40,624	14,662	5,685	3,554	-	236,318	37,781	2,779	276,878
Legal	-	-	-	-	-	-	-	-	-	-	-	14,795	-	14,795
Membership dues	694	1,647	115	4,147	10,062	948	7,295	202	248	2	25,360	2,908	1,660	29,928
Miscellaneous	4,343	18,544	1,627	5,939	9,748	1,061	9,776	-	318	8	51,364	20,620	940	72,924
Occupancy	17,806	168,986	21,080	169,277	120,447	20,386	70,817	7,358	10,279	3,062	609,498	4,217	41,054	654,769
Printing and publications	256	4,493	1,101	5,297	56,028	2,797	3,340	1,551	176	2	75,041	4,808	32,446	112,295
Rental and equipment maintenance	1,181	27,534	27,119	49,443	120,582	32,374	8,425	4,339	2,204	1	273,202	28,880	13,887	315,969
Supplies	5,050	52,001	8,896	41,149	108,064	6,302	17,261	1,542	907	255	241,427	15,420	3,349	260,196
Travel	262	15,262	160	3,541	4,775	519	2,389	113	136	1	27,158	3,439	10	30,607
Total	\$ 324,724	\$ 2,069,015	\$ 259,129	\$ 3,106,013	\$ 3,765,868	\$ 687,638	\$ 2,704,466	\$ 165,319	\$ 179,782	\$ 73,193	\$ 13,335,147	\$ 1,615,774	\$ 637,485	\$ 15,588,406

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2019

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2019 Total
Salaries and wages	\$ 392,683	\$ 811,578	\$ 1,797,236	\$ 1,565,113	\$ 359,348	\$ 1,758,488	\$ 88,632	\$ 121,616	\$ 7,144	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704
Employee benefits	36,382	123,479	255,330	224,471	31,739	198,672	11,097	3,730	1,221	886,121	84,083	24,372	994,576
Payroll related costs	55,625	95,590	231,536	195,954	42,973	220,779	9,016	9,631	629	861,733	72,205	27,088	961,026
Mileage reimbursement	4,517	37,961	230,948	66,254	21,254	63,078	1,726	203	53	425,994	931	199	427,124
Contracted services	10,066	53,084	86,374	138,533	25,490	26,769	6,713	5,386	174,591	527,006	74,153	54,573	655,732
Accounting	-	-	-	-	-	-	-	-	-	-	31,699	-	31,699
Assistance to individuals	57	231,226	355,852	115,078	8	-	7,614	-	6,965	716,800	-	-	716,800
Communications	4,283	37,260	37,355	35,008	5,136	16,498	1,949	1,313	453	139,255	8,358	4,741	152,354
Conferences, conventions, meetings	1,480	5,540	4,918	8,887	868	9,187	350	16,987	272	48,489	5,949	3,600	58,038
Depreciation	8,408	130,051	49,246	44,442	8,408	8,408	4,804	2,402	70,762	326,931	39,920	-	366,851
In-kind contributions	-	45,647	42,367	-	-	-	-	-	-	88,014	-	-	88,014
Insurance	4,078	11,053	21,357	17,108	3,377	7,044	703	760	210	65,690	9,585	2,597	77,872
Interest	13,973	39,926	81,848	73,863	13,974	13,974	7,985	3,993	1,996	251,532	67,874	-	319,406
Legal	(7,826)	-	-	-	-	7,826	-	-	-	-	20,671	-	20,671
Membership dues	5,699	1,530	2,425	8,235	385	3,466	170	767	112	22,789	1,916	3,152	27,857
Miscellaneous	(28,712)	3,212	3,536	8,736	2,618	33,253	6,686	234	658	30,221	14,869	1,959	47,049
Occupancy	58,958	191,947	163,147	101,733	11,823	6,880	3,105	3,915	1,628	543,136	29,481	13,070	585,687
Printing and publications	1,565	4,042	3,924	10,568	1,356	5,734	1,020	951	158	29,318	2,803	29,732	61,853
Rental and equipment maintenance	(692)	14,221	28,684	26,300	4,936	11,373	2,754	1,414	756	89,746	24,229	6,542	120,517
Supplies	10,530	32,348	19,132	13,321	1,185	3,297	502	574	75	80,964	3,366	5,099	89,429
Travel	3,779	22,015	8,192	14,803	851	-	112	438	424	50,614	2,149	9	52,772
Total	\$ 574,853	\$ 1,891,710	\$ 3,423,407	\$ 2,668,407	\$ 535,729	\$ 2,394,726	\$ 154,938	\$ 174,314	\$ 268,107	\$ 12,086,191	\$ 1,308,438	\$ 517,402	\$ 13,912,031

See Independent Auditors' Report.

Waypoint Trustees 2021

Melissa Biron

Nina Chang

William Conrad

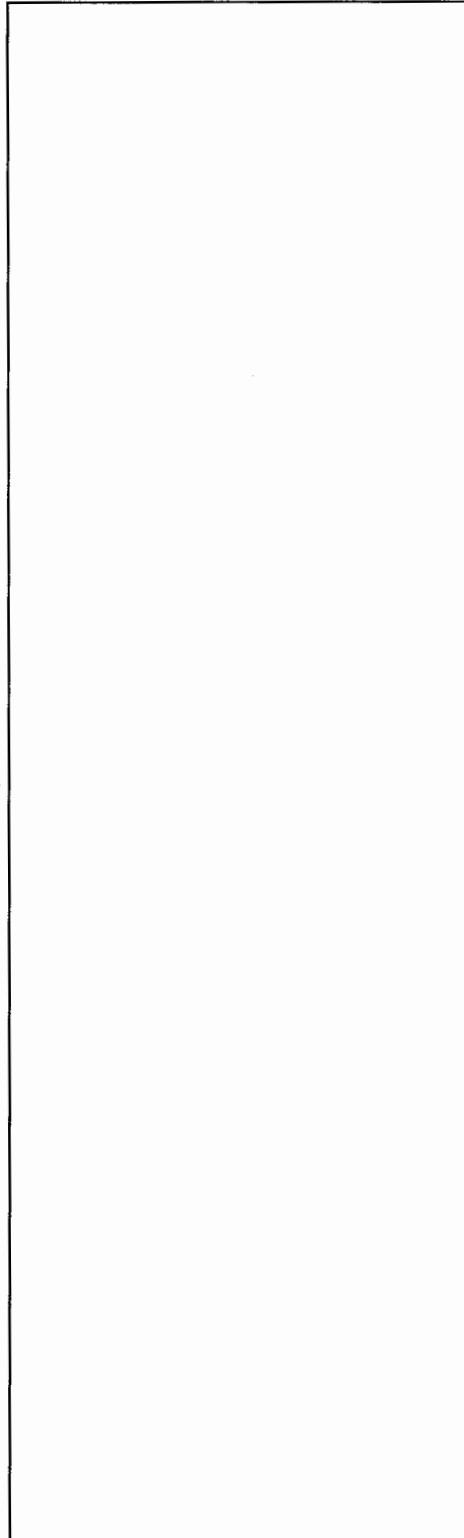
Tiffany Diamond, *Vice Chair*

Jane E. Gile

John Greene

Sudi Lett

Marc Lubelczyk



Marilyn T. Mahoney

Holly P. Mintz

Zach Palmer

Lyndsee D. Paskalis, *Governance*

Shaylen E. Roberts

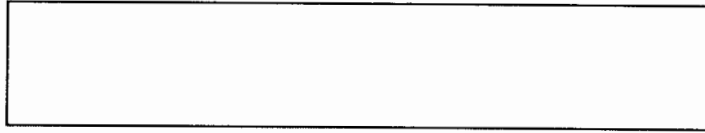
Mark C. Rouvalis

Jeffrey P. Seifert, *Treasurer*

Ken R. Sheldon, *Chair*

Jennifer Stebbins, *Development*

Borja Alvarez de Toledo, M.Ed.



Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) , *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, J.C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
 - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

Doctorate in Human and Organizational Systems
Master of Arts in Human Development
Fielding Graduate University, Santa Barbara, California

Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy
Assumption College, Worcester, Massachusetts

MELISSA ANNE HUGENER, OTR/L

PROFESSIONAL EXPERIENCE:

Program Director of Child Health and Wellness/Staff Occupational Therapist

Child and Family Services of NH, Exeter, NH

May 2003 – present

- Supervision of Early Supports and Services and Partners in Health staff, assuring quality services to families, staff competence and adherence to federal and state mandates for provision of services
- Day to day management of ESS and PIH programs, coordinating staff meetings, recruiting and hiring for open positions, budgeting, maintenance of program databases, PQI planning and implementation, etc
- Coordination with One Sky and BDS to meet program requirements, and preparation of materials for Medicaid and State Monitoring Reviews
- Collaboration with other ESS Program Directors throughout NH, and other programs/committees (ICC, PIC, preschool programs, BDS personnel, etc) to enhance early childhood programming throughout the state, and involvement in several statewide workgroups and advisory committees to improve early childhood systems (such as SSECT, Strategic Planning Public Awareness group, Healthy Families America committee)
- Responsible for maintaining a full caseload of ESS clients, to evaluate and treat children with a wide range of medical and developmental disabilities, as well as working with families to connect them with other CFS and state or local programs to meet their needs

Staff Occupational Therapist

Developmental Therapy Services, Merrimack, NH

February 2002 – May 2003

- Evaluation, treatment and service coordination for early intervention, clinic setting, and school-based populations, utilizing SI, developmental and biomechanical treatment techniques in group and individual therapy sessions; development of IFSPs and IEPs; classroom consultation and treatment in natural environments

Easter Seals Superior California, Sacramento, CA

January 2000 – January 2002

- Assisted with the development of the Early Start program for EI services, developed an ongoing aquatic therapy class for families of children with special needs, served as a member of Management Information Systems Team (providing computer and network support to staff), and provided comprehensive, multidisciplinary assessments and ongoing therapy services in early intervention, clinic and school settings

Developmental Evaluation Center, Fayetteville, NC

May 1998 – November 1999

- Provided comprehensive developmental assessments and treatment for children ages birth – 10, assisted with weekly feeding and augmentative communication assessments, participated in weekly Neonatal Developmental Assessment Clinic, and developed a Parent Resource Library

Melissa Hugener page 2

EDUCATION AND CREDENTIALS:

**Bachelor of Science in Occupational Therapy, Psychology Minor, Summa Cum Laude
University of Hartford, West Hartford, CT May 1998**

- National Board Certification in Occupational Therapy
- OT License, State of NH Office of Allied Health Professions
- Current CPR/First Aid Certification
- Completion of NH Leadership Series
- Continuing Education and Advanced Practice in Sensory Integration and Processing, Feeding and Swallowing Disorders, Autism, Prematurity, Infant Mental Health and Assistive Technology

Waypoint

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	185,411	0%	
Colleen Ives	COO	114,400	0%	
Melissa Hugener	Director	78,000	0%	



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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 21, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		Total	\$1,072,670	\$100,000	\$1,172,760

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is fluid and cursive, with a large initial "J" and "M".

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
			Subtotal	\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
			Subtotal	\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
			Subtotal	\$156,664

Attachment A
Financial Details

Waypoint (Vendor Code 177166-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			Subtotal	\$521,996
Total Family Support Services				<u>\$1,072,670</u>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			Subtotal	\$100,000



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

Partners in Health Family Support
Services for Children and Young Adults
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health
2. Lakes Region Community Services
3. Community Crossroads
4. VNA Home Health & Hospice Services, Inc.
5. Community Partners
6. Gateways Community Services
7. Monadnock Developmental Services, Inc.
8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-
3. Health Care Coordinator, Bureau of SMS
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH Family Voices

5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only)

6.

7.

8.

9.

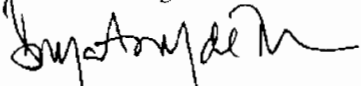
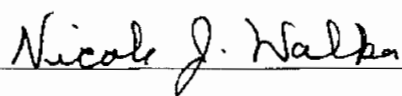
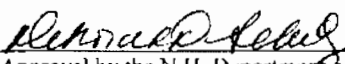
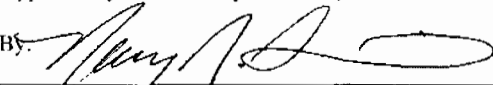
Subject: Partners in Health Family Support Services (REP-2020-DLISS-01-PARIN-07)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$621,996
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BORJA ALVAREZ DE TOLEDO, President/CEO	
1.13 Acknowledgement: State of ~~New Hampshire~~ County of ~~Hillsborough~~ On <u>May 17th 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace NICOLE J. WALKER, Justice of the Peace [Seal] State of New Hampshire My Commission Expires <u>July 11, 2023</u> 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Nicole J. Walker Administrative Assistant</u>			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory <u>Deborah D. Scheetz, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



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 Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services to Regions I, II, III, and IV as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

2. Scope of Services

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Sites, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
 - 2.1.1. Assessment of needs.
 - 2.1.2. Planning for services needed.
 - 2.1.3. Implementation of service plan.
 - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.4.1. Flexible services using the elements of Family Centered Care;
 - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinators (FSCs):
 - 2.5.1. Attend State PIH meetings regularly and participate on state-level PIH committees that work to develop best practices in service delivery and technology, through the utilization of the State database.
 - 2.5.2. Collaborate with NH Family Voices and Dartmouth-Hitchcock Medical Center to promote the program, and conduct outreach to increase the program's visibility to pediatricians, clinics, school nurses, and medical specialists.
 - 2.5.3. Maintain certification in the Standards of Quality for Family Strengthening & Support.
- 2.6. The Contractor shall utilize a Continuous Quality Improvement method (CQI) to deliver and improve quality in services that includes two (2) committees that collect, analyze, and refine data as well as implement the necessary changes to improve service delivery, which are:
 - 2.6.1. The Programmatic Quality Improvement (PQI) committee, which performs program reviews of clinical practice as well as defining and analyzing data and outcomes to ensure the provision of quality services.
 - 2.6.2. The Compliance Organizational Welfare Risk Management committee, which oversees all risk management, including mandatory reporting, staff accidents, client incidents, staff grievances, and client complaints.
- 2.7. The Contractor shall ensure the senior management team reviews QI reports and utilizes data to plan agency-wide responses and change efforts by:
 - 2.7.1. Ensuring priorities for quality improvement and plans for implementation are completed on an annual basis.
 - 2.7.2. Ensuring senior managers collaborate with program directors and supervisors to evaluate the implementation of process improvement activities.
- 2.8. The Contractor shall ensure audits are completed as described below on the following schedule:
 - 2.8.1. Client files quarterly.
 - 2.8.2. Administrative and billing audits once every six (6) months.



- 2.8.3. Clinical audits annually.
- 2.9. The Contractor shall ensure staff review the results of the audits outlined in Subsection 2.8 with their supervisors and make a written plan for improvement, if necessary.
- 2.10. The Contractor shall administer client satisfaction surveys every six (6) months.
- 2.11. The Contractor shall ensure all FSCs convene weekly supervision session to discuss the program, individual cases, and to provide guidance and direction.
- 2.12. The Contractor shall ensure all FSCs meet regularly to share best practices and to problem solve, as well as attend monthly meetings and training sessions with PIH providers, statewide.
- 2.13. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.14. The Contractor shall provide family-centered family support services to families of CYSHCN by ensuring the FSCs:
 - 2.14.1. Collaborate with the family to identify and prioritize their needs and the goals to be addressed through participation in PIH.
 - 2.14.2. Complete a strengths-based assessment at the beginning of service and use the assessment to develop an individualized action plan with SMART goals.
 - 2.14.3. Utilize a family-centered planning approach to tailor services to the specific needs of the child and family.
 - 2.14.4. Utilize motivational interviewing and coaching throughout the program to empower families to care for and advocate for their children.
 - 2.14.5. Assist families in accessing financial assistance, services and entitlements, inclusive community recreation, and special training.
 - 2.14.6. Organize projects and events in which families and youth can participate and create relationships with other families who have similar issues, in partnership with the Family Council.
- 2.15. The Contractor shall ensure the FSCs accept referrals for services as part of the intake process from a variety of sources including, but not limited to:
 - 2.15.1. Families.
 - 2.15.2. Medical providers.
 - 2.15.3. Social service agencies.
 - 2.15.4. Other community partners.

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- 2.16. The Contractor shall ensure that, following intake, the FSCs:
- 2.16.1. Contact the physician to request the Diagnosis Verification Form be completed, which describes the child's condition and includes a statement that the child meets eligibility criteria for a chronic health condition.
 - 2.16.2. Determine applicant eligibility.
- 2.17. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by utilizing The Protective Factors Framework for the Standards of Quality for Family Strengthening & Quality. The Contractor shall:
- 2.17.1. Recognize and affirm family strengths and resilience, and be responsive to their concerns and priorities;
 - 2.17.2. Enhance families' capacities to support the healthy cognitive, social, emotional, and physical development of their family members; and
 - 2.17.3. Recognize families as significant resources for their own family members and each other by applying a strengths-based approach that supports better outcomes for PIH families.
- 2.18. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.19. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
- 2.19.1. Staff and families collaborate in relationships based on equality and respect.
 - 2.19.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
 - 2.19.3. Families are resources to their own members, to other families, to programs, and to communities.
 - 2.19.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
 - 2.19.5. Programs are embedded in their communities and contribute to the community-building process.
 - 2.19.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.

New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit A



- 2.19.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 2.19.8. Programs are flexible and continually responsive to emerging family and community issues.
- 2.19.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.20. The Contractor shall ensure adherence to the Principles of Family Support Practices through implementing internal policies, procedures, standards, and practices in collaboration with the PIH Family Council.
- 2.21. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.22. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region by participating in events that include, but are not limited to:
 - 2.22.1. Monthly business meetings that include dinner.
 - 2.22.2. Facilitating family-friendly outings.
- 2.23. The Contractor shall ensure the Family Council sends a survey on an annual basis to all families participating in the PIH program in order to gather information on the interests and needs of the families in the region, to be utilized in developing an action plan for the PIH Family Council.
- 2.24. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
 - 2.24.1.1. Child health services.
 - 2.24.1.2. Early supports and services providers.
 - 2.24.1.3. Parent information centers.
 - 2.24.1.4. State benefit programs.
 - 2.24.1.5. Local schools.
 - 2.24.1.6. Local hospitals and medical providers.
 - 2.24.1.7. Local town and state governments.
- 2.25. The Contractor shall provide educational opportunities to families, training and support activities to Family Councils that include, but are not limited to:
 - 2.25.1. Providing orientation materials and training regarding:
 - 2.25.1.1. The history and purpose of the PIH program;



- 2.25.1.2. A description of the role of a council member; and
- 2.25.1.3. An overview of the agency and various programs available.
- 2.25.2. Ensuring each council member completes the Participant Survey developed through the Standards of Quality for Family Strengthening & Support.
- 2.25.3. Evaluating the results of the Participant Surveys to determine the efficacy of the program and whether changes are needed.
- 2.25.4. Ensuring Family Councils participate in a biennial survey, based on the Standards of Quality, which aids in developing future plans.
- 2.26. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure FSCs:
 - 2.26.1. Refer families to summer camps for children with specific conditions that provide education to children about their conditions, which supports independence and improves abilities to manage the conditions.
 - 2.26.2. Inform families of any relevant workshops.
 - 2.26.3. Share educational resources and materials with families.
 - 2.26.4. Assist with facilitating family participation in respite and recreational opportunities.
- 2.27. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.28. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
 - 2.28.1. Biennial Department Survey.
 - 2.28.2. Biennial PIH Audit.
 - 2.28.3. Contract Compliance Reviews.
- 2.29. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.30. The Contractor shall participate in evaluation activities including, but not limited to:

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- 2.30.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
- 2.30.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.

3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
 - 3.2.1. Participates in quarterly meetings with the Department;
 - 3.2.2. Provides supervision to the Family Support Coordinators (FSCs); and
 - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of six (6) full-time FSCs to work a minimum of thirty-five (35) hours per week, having at minimum:
 - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
 - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for FSC positions in collaboration with the PIH Family Council, in the event of a vacancy.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSCs including, but not limited to:
 - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
 - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
 - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
 - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.

Waypoint

Exhibit A

Contractor Initials

BAK

Date

5/19/19



- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
 - 3.7.1. Program needs.
 - 3.7.2. The individual's experience.
 - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
 - 3.8.1. PIH staff orientation.
 - 3.8.2. Database training.
 - 3.8.3. LAS Meetings, at least quarterly.
 - 3.8.4. FSC supervision meetings, at least monthly.
 - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
 - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure LAS's and FSCs receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
 - 3.9.1. Family Centeredness.
 - 3.9.2. Family Strengthening.
 - 3.9.3. Embracing Diversity.
 - 3.9.4. Community Building.
 - 3.9.5. Evaluation.
 - 3.9.6. Cultural Competence.
 - 3.9.7. Motivational Interviewing.
 - 3.9.8. Professional Boundaries and Ethics.
 - 3.9.9. Healthy Homes.
 - 3.9.10. Trauma Informed Practice.
 - 3.9.11. Evidence-based models.
 - 3.9.12. Diversity.

4. Reporting



- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
 - 4.2.1. Quality assurance and improvement activities.
 - 4.2.2. Qualitative information relative to family outcomes.
 - 4.2.3. Quantitative information demonstrating successful family outcomes.
 - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
 - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
 - 4.2.6. Plans or goals.
 - 4.2.7. Results from the Participant Survey.

5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
 - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
 - 5.1.3. Submitting proposals for public funding.
- 5.2. The Contractor shall ensure program sustainability by:
 - 5.2.1. Incorporating a comprehensive strategic planning effort to assist with identifying opportunities and challenges as well as facilitate market-focused strategic visioning and planning across all Waypoint programming.
 - 5.2.2. Utilizing revenue strategies that direct charitable dollars toward emerging or expansion programs where a community need has been identified and community support is strong.
 - 5.2.3. Maintaining partnerships with other community organizations.



6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of families per region per State Fiscal Year as follows:
 - 6.1.1. Region I: one hundred and ninety (190).
 - 6.1.2. Region II: sixty-four (64).
 - 6.1.3. Region III: sixty (60).
 - 6.1.4. Region IV: seventy-eight (78).

New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

Waypoint

Exhibit B

Contractor Initials

BAT

RFP-2020-DLTSS-01-PARTN-07
Rev. 01/08/19

Page 1 of 2

Date

5/17/19

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for
Children and Young Adults with Chronic Health Conditions
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to erika.downie@dhhs.nh.gov, or invoices may be mailed to:

Partners in Health Program Assistant II
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services									
Contractor name: Waypoint									
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions									
Budget Period: July 1, 2019-June 30, 2020 (SFY20)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -	\$ 59,000.00
2. Employee Benefits	\$ 8,354.00	\$ -	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -	\$ 8,354.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 127,354.00	\$ -	\$ 127,354.00	\$ -	\$ -	\$ -	\$ 127,354.00	\$ -	\$ 127,354.00
Indirect As A Percent of Direct 0.0%									

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -	\$ 59,000.00
2. Employee Benefits	\$ 8,354.00	\$ -	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -	\$ 8,354.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail is mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 127,354.00	\$ -	\$ 127,354.00	\$ -	\$ -	\$ -	\$ 127,354.00	\$ -	\$ 127,354.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
2. Employee Benefits	\$ 3,427.00	\$ -	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -	\$ 3,427.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,927.00	\$ -	\$ 46,927.00	\$ -	\$ -	\$ -	\$ 46,927.00	\$ -	\$ 46,927.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
2. Employee Benefits	\$ 3,427.00	\$ -	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -	\$ 3,427.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,927.00	\$ -	\$ 46,927.00	\$ -	\$ -	\$ -	\$ 46,927.00	\$ -	\$ 46,927.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
2. Employee Benefits	\$ 2,166.00	\$ -	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -	\$ 2,166.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,166.00	\$ -	\$ 39,166.00	\$ -	\$ -	\$ -	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Connector name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
2. Employee Benefits	\$ 2,166.00	\$ -	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -	\$ 2,166.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,166.00	\$ -	\$ 39,166.00	\$ -	\$ -	\$ -	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: **Waypoint**

Budget Request for: **Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions**

Budget Period: **July 1, 2019-June 30, 2020 (SFY20)**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex Funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

Indirect As A Percent of Direct

0.0%



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;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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

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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

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Exhibit C



- 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.

20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

5/17/19
Date

Vendor Name: WAYPOINT
[Signature]
Name: Borja Alvarez de Toledo
Title: President / CEO

Vendor Initials BA
Date 5/17/19



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5/17/19
Date

Vendor Name: Waypoint
Samuel M.
Name: Bonita Alvarado Toledo
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/17/19
Date

Vendor Name: WAYPOINT
Sam Arriaga
Name: Sam Arriaga de Toledo
Title: President / CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials 885

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

5/17/19
Date

Vendor Name: WAYPOINT

[Signature]

Name: Benja Alvarez de Toledo

Title: President / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials BAR



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

5/17/19
Date

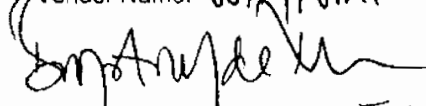
Vendor Name: WayPoint

Name: Sofia Alvarez de Tieda
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

BS

5/17/19



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

Bas

5/17/14



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Deborah D. Scheetz
Signature of Authorized Representative

Deborah D. Scheetz
Name of Authorized Representative

Director
Title of Authorized Representative

5-23-19
Date

WAYPOINT
Name of the Vendor

Brian Alvarez de Toledo
Signature of Authorized Representative

Brian Alvarez de Toledo
Name of Authorized Representative

President / CEO
Title of Authorized Representative

5/17/19
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 Vendor 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 Vendor 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.

5/12/19
Date

Vendor Name: Waypoint
Sample Inc
Name: Boja Alvarez de Toledo
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: 09-550-5905
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: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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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

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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

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

[Signature]

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- 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

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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