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

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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June 16, 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 enter into contracts with the vendors listed below to provide developmental disability and acquired brain disorder services, with a total price limitation of \$23,810,694 of which \$5,822,000 is a shared amount among all vendors. The Shared amount provides family-centered early support services and room and board reimbursement, of which there is no maximum or minimum service volume guarantee, effective July 1, 2021 through June 30, 2023, upon Governor and Council approval. 18% Federal Funds. 82% General Funds.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2022 and 2023, 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.

Vendor Name	Vendor Code	Area Served	Price Specific to Vendor SFY 2022	Price Specific to Vendor SFY 2023	Price Limitation Shared All Vendors	Contract Amount
Area Agency of Greater Nashua, Inc.	155784-B001	Nashua	\$1,180,141	\$1,180,141	\$5,822,000	\$8,182,282
Behavioral Health & Developmental Services of Strafford County, Inc.	177278-B002	Dover	\$639,909	\$639,909	\$5,822,000	\$7,101,818
Community Bridges	155658-B001	Concord	\$1,041,899	\$1,041,899	\$5,822,000	\$7,905,798
Community Crossroads, Inc.	155293-B001	Atkinson	\$1,668,241	\$1,615,241	\$5,822,000	\$9,105,482
Developmental Services of Sullivan County	167142-B001	Claremont	\$306,816	\$306,816	\$5,822,000	\$6,435,632

Lakes Region Community Services Council	177251-B002	Laconia	\$1,180,217	\$1,180,217	\$5,822,000	\$8,182,434
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$529,170	\$529,170	\$5,822,000	\$6,880,340
Moore Center Services, Inc.	154355-B001	Manchester	\$846,075	\$846,075	\$5,822,000	\$7,514,150
Northern Human Services	177222-B004	Conway	\$263,474	\$263,474	\$5,822,000	\$6,348,948
One Sky Community Services, Inc.	155666-B001	Portsmouth	\$1,364,905	\$1,364,905	\$5,822,000	\$8,551,810
		Total:	\$9,020,847	\$8,967,847	\$5,822,000	\$23,810,694

See attached fiscal details.

EXPLANATION

Through these contracts the Area Agencies will work collaboratively with the Department on a variety of initiatives designed to sustain a high-quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training. In accordance with RSA 171-A and RSA 126-C, the Area Agencies are responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders. Approval of this Request will allow the 10 non-profit Area Agencies to provide developmental, acquired brain disorder, and early supports and services to adults and children throughout the state.

NH RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to persons with a developmental disability or acquired brain disorder in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating with existing services on behalf of persons with developmental disabilities served in the area.

Approximately 25,000 adults and children will be served from July 1, 2021 to June 30, 2023.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Center for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. They provide for the care, habilitation, treatment, and training of persons with a developmental disability or acquired brain disorder and provide services to their families as well. Services provided through the Area Agencies include community support and independent living; community participation and employment; family-centered early supports;

family support; in-home support; service coordination; and participant directed and managed services.

These agreements include funding that is shared among the agencies to provide family-centered early support services, and room and board of which there is no maximum or minimum service volume guarantee. By including these services in the contracts as a shared source of funding, the Department is able to distribute funds throughout the year in a timely manner based on individual and agency needs.

Three (3) agencies provide unique additional services to support distinct components that serve the entire Organized Health Care Delivery System. Community Bridges provides statewide Systemic, Therapeutic Assessment, Respite and Treatment (START) services, including maintaining and operating a START Center for eligible individuals. Community Crossroads provides statewide training assistance, coordinates the annual Family Support Conference, in which over 500 families participate, and supports the self-advocacy group, People First. The Council for Youth with Chronic Health Conditions; the Developmental Disability and Acquired Brain Disorder Quality Council; and the Autism Council receive administrative and financial support through the agreement with Community Partners. Pursuant to 126-J, the Council for Youths with Chronic Health Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families; serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance for policy and program development; collaborates with these departments and other public and private organizations statewide to enhance community-based family supports that meet the unique needs of youths with chronic conditions and their families; and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic health conditions and their families.

The Department will monitor contracted services through quarterly reporting, annual file reviews and Governance audits.

Should the Governor and Council not authorize this request Area Agencies will not be able to fully provide the functions of the Organized Health Care Delivery System operated by the Bureau of Developmental services, as laid out in RSA 171-A, and approved by the Center for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. As a result, Individuals with developmental disabilities and acquired brain disorders and their families will not receive necessary services

Areas served: Statewide

Source of Funds: CFDA #84.181A, FAIN # H181A200127

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$346,116
2023	102-500731	Contracts for program services	93007013	\$346,116
			Subtotal	\$692,233

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$213,770
2023	102-500731	Contracts for program services	93007013	\$213,770
			Subtotal	\$427,540

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$585,257
2023	102-500731	Contracts for program services	93007013	\$585,257
			Subtotal	\$1,170,514

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$642,361
2023	102-500731	Contracts for program services	93007013	\$589,361
			Subtotal	\$1,231,721

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$153,745
2023	102-500731	Contracts for program services	93007013	\$153,745
			Subtotal	\$307,491

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$1,012,160
2023	102-500731	Contracts for program services	93007013	\$1,012,160
			Subtotal	\$2,024,321

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$244,804
2023	102-500731	Contracts for program services	93007013	\$244,804
			Subtotal	\$489,607

Attachment A
Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$181,551
2023	102-500731	Contracts for program services	93007013	\$181,551
			Subtotal	\$363,101

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$215,839
2023	102-500731	Contracts for program services	93007013	\$215,839
			Subtotal	\$431,678

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007013	\$593,067
2023	102-500731	Contracts for program services	93007013	\$593,067
			Subtotal	\$1,186,134
Total Family Support Services				\$8,324,340

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$497,200
2023	102-500731	Contracts for program services	93007014	\$497,200
			Subtotal	\$994,400

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$197,048
2023	102-500731	Contracts for program services	93007014	\$197,048
			Subtotal	\$394,096

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$244,500
2023	102-500731	Contracts for program services	93007014	\$244,500
			Subtotal	\$489,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$701,500
2023	102-500731	Contracts for program services	93007014	\$701,500
			Subtotal	\$1,403,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$74,700
2023	102-500731	Contracts for program services	93007014	\$74,700
			Subtotal	\$149,400

Attachment A
Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$54,450
2023	102-500731	Contracts for program services	93007014	\$54,450
			Subtotal	\$108,900

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$112,500
2023	102-500731	Contracts for program services	93007014	\$112,500
			Subtotal	\$225,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$299,850
2023	102-500731	Contracts for program services	93007014	\$299,850
			Subtotal	\$599,700

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$5,050
2023	102-500731	Contracts for program services	93007014	\$5,050
			Subtotal	\$10,100

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93007014	\$552,700
2023	102-500731	Contracts for program services	93007014	\$552,700
			Subtotal	\$1,105,400
Total Early Intervention				\$5,478,996

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$336,825
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$336,825
			Subtotal	\$673,649

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$124,966
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$124,966
			Subtotal	\$249,932

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$212,142
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$212,142
			Subtotal	\$424,284

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$324,380
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$324,380
			Subtotal	\$648,761

Attachment A
Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$78,371
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$78,371
			Subtotal	\$156,741

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$113,607
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$113,607
			Subtotal	\$227,213

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$171,866
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$171,866
			Subtotal	\$343,733

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$364,674
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$364,674
			Subtotal	\$729,349

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$42,585
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$42,585
			Subtotal	\$85,171

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93007852	\$219,138
2023	074-500585	Grants for Pub Asst and Relief	93007852	\$219,138
			Subtotal	\$438,276
Total Contract Part C				\$3,977,108

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93005947	\$104,125
2023	102-500731	Contracts for program services	93005947	\$104,125
			Subtotal	\$208,250
Total Price Specific to Vendor				\$17,988,694

Attachment A
Financial Details

Funding Amounts Shared by Vendors as follows:

For Family Centered Early Supports and Services (FCESS)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93017013	\$311,000
2023	102-500731	Contracts for program services	93017013	\$311,000
			Subtotal	\$622,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93017852	\$100,000
2023	074-500585	Grants for Pub Asst and Relief	93017852	\$100,000
			Subtotal	\$200,000

For Room and Board

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93017100	\$2,000,000
2023	102-500731	Contracts for program services	93017100	\$2,000,000
			Subtotal	\$4,000,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for program services	93017016	\$500,000
2023	102-500731	Contracts for program services	93017016	\$500,000
			Subtotal	\$1,000,000

Total Price Shared	\$5,822,000
Total Price for All Vendors	\$23,810,694

Subject: Area Agency (SS-2022-BDS-01-AREAA-06)

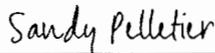
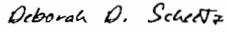
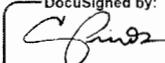
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire 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.		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number (603) 882-6333	1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000.	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$8,182,282
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Sandy Pelletier President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

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Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;
or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

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- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.

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- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

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- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
 - 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
 - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.

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- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 545 children are served in State Fiscal Year (SFY) 2022 and 545 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.

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- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
 - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
- 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:
 - 9.3.1.1.5.1. Communication.
 - 9.3.1.1.5.2. Maintaining health.

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- 9.3.1.1.5.3. Independence.
- 9.3.1.1.5.4. Support
- 9.3.1.1.5.5. Safety.
- 9.3.1.1.5.6. Self-determination.
- 9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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- 9.5.4.1. ServiceLink.
- 9.5.4.2. Area Agencies.
- 9.5.4.3. The Department.

- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

10. Room and Board

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.
- 10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. File Reviews and Audits

11.1. Service File Reviews

- 11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 11.1.1.3.1. Driving records.
 - 11.1.1.3.2. Background checks.
 - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

11.2. Governance Audit

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 11.2.1.2. Executive Director qualifications.
 - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 11.2.1.6. Communication strategy.
 - 11.2.1.7. Quality assurance activities and training.
 - 11.2.1.8. Subcontracting agreements.
 - 11.2.1.9. Plan of correction from last redesignation, if applicable.
 - 11.2.1.10. Sentinel event policy and documentation.
 - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

11.3. Redesignation Review

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 11.3.2.1. Governance Audit.
 - 11.3.2.2. Financial Condition with 5-year trend analysis.
 - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 11.3.2.6. Summary of Employment Supports for Individuals.
 - 11.3.2.7. Service File Review findings.
 - 11.3.2.8. Summary of stakeholder engagement.

12. Complaint Investigation

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 12.2.1. Complying with the recommendations in each Complaint Report;
 - 12.2.2. Retaining documentation of compliance; and
 - 12.2.3. Sharing documentation, as requested by the Department.

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- 12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

13. Data Systems

13.1. Employment Data System

- 13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 13.1.2. The Contractor shall ensure data includes, but is not limited to:
- 13.1.2.1. Job end date.
 - 13.1.2.2. Changes in hours worked.
 - 13.1.2.3. Changes in wages earned.
- 13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

13.2. Service Activity System

- 13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.
- 13.2.2. The Contractor shall ensure data includes:
- 13.2.2.1. Complete intake processing;
 - 13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;
 - 13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;
 - 13.2.2.4. Indication of when an individual received services if services are non-billable; and
 - 13.2.2.5. Accurate and non-duplicative data.

14. Criminal Background and State Registry Checks

- 14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

15. Confidentiality

15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

16. Maintenance of Fiscal Integrity:

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

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

16.2.1. Days of Cash on Hand:

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

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

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

16.2.4. Net Assets to Total Assets:

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

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

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 ~~is~~ and

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2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
- 16.2.11.2. Requests shall be made in writing;
- 16.2.11.3. Requests shall be sent to the director or designee;

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

16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

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

17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."

17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.

17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:

17.3.1. Identification of Designated Area Agency Delivery System functions;

17.3.2. Rate modeling, analysis and development; and

17.3.3. Related committee work.

18. Exhibits Incorporated

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Performance Measures

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

20.3. Credits and Copyright Ownership

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

20.4. Operation of Facilities: Compliance with Laws and Regulations

- 20.4.1. 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 Agreement 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.

21. Records

- 21.1. The Contractor shall keep records that include, but are not limited to:
 - 21.1.1. Books, records, documents and other electronic or physical 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.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$3,000
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family

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Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$139,697.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same

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residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.

9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above

- 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
 - 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
 - 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
 - 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.

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- 9.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 9.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
- 9.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 9.5. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
- 9.6. The Department reserves the right withhold 3% of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 9.7. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 9.8. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.

- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

11. Billing for Services covered under Medicaid

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

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

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

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

of the Contractor's fiscal year.

- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. 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.



New Hampshire Department of Health and Human Services
Exhibit D

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

Vendor Initials SP
Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit D

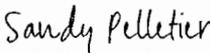
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

6/14/2021
Date

DocuSigned by:

 Name: Sandy Pelletier
 Title: President/CEO

Vendor Initials 
 Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit E

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

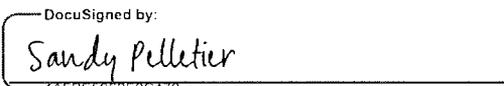
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/14/2021
Date

DocuSigned by:

 Name: Sandy Pelletier
 Title: President/CEO

Vendor Initials 
 Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/14/2021
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

Contractor Initials *SP*
Date 6/14/2021



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

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

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

Exhibit G

Contractor Initials DS
SP

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/14/2021

Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

Exhibit G

Contractor Initials SP

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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/14/2021
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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

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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.

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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

Area Agency of Greater Nashua, Inc.

~~The State~~ by:

~~Name of the Contractor~~ by:

Deborah D. Scheetz

Sandy Pelletier

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Sandy Pelletier

Name of Authorized Representative
Director Division of Long Term Support

Name of Authorized Representative
and Services
President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/14/2021

Date

Date

Contractor Initials DS
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Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

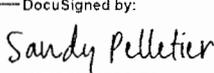
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/14/2021

Date

DocuSigned by:

 Name: Sandy Pelletier
 Title: President/CEO

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Contractor Initials
Date 6/14/2021



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FORM A

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

1. The DUNS number for your entity is: 193539343

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

 NO 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: _____

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Date 6/14/2021

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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

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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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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

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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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

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Exhibit K

DHHS Information Security Requirements



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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

State of New Hampshire

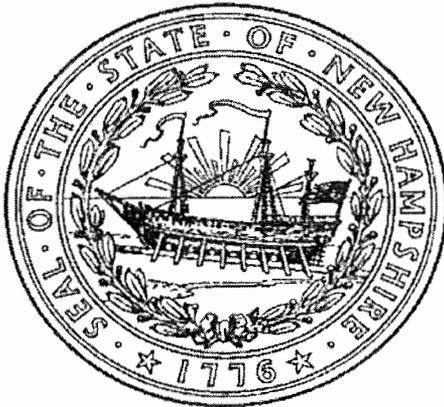
Department of State

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 cursive script, appearing to read "William M. 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: _____



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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
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	\$ 190,147	\$ 178,673	\$ 47,017,592	\$ 4,739,088	\$ 4,886,698	\$ 57,012,198	\$ 419,024	\$ (475,326)	\$ 56,955,896

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	\$ 183,132	\$ 114,939	\$ 42,932,021	\$ 5,181,326	\$ 5,296,865	\$ 53,708,283	\$ 427,196	\$ (487,326)	\$ 53,648,153

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	<u>114,120</u>	<u>8,239</u>	<u>231,017</u>	<u>212,620</u>	<u>247,593</u>	<u>813,589</u>	<u>-</u>	<u>-</u>	<u>813,589</u>
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	<u>-</u>	<u>-</u>	<u>30,832,496</u>	<u>15,540</u>	<u>-</u>	<u>30,848,036</u>	<u>-</u>	<u>-</u>	<u>30,848,036</u>
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	<u>(27,091)</u>	<u>(1,905)</u>	<u>(369,892)</u>	<u>(41,246)</u>	<u>(47,192)</u>	<u>(487,326)</u>	<u>-</u>	<u>487,326</u>	<u>-</u>
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	<u>(10,421)</u>	<u>(16,988)</u>
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	<u>(60,115)</u>	<u>(33,458)</u>
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	<u>(163,122)</u>	<u>(156,555)</u>
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	<u>(249,459)</u>	<u>(85,375)</u>
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
AND AREA AGENCY PROPERTIES, INC.**

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.	<u>2,554,730</u>	<u>-</u>
	2,802,934	411,326
Less current portion	<u>(1,221,001)</u>	<u>(102,070)</u>
Long-term debt, net of current portion	<u>\$ 1,581,933</u>	<u>\$ 309,256</u>

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*

SANDRA B. PELLETIER

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

PROFESSIONAL SUMMARY

Chief Executive 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 NAME

Key Personnel

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

Subject: Area Agency (SS-2022-BDS-01-AREAA-09)

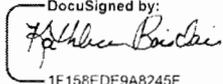
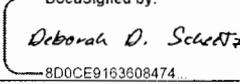
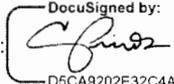
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc.		1.4 Contractor Address One Forum Ct., 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-95-93-930010-7013. 05-95-93-930010-7014. 05-95-93-930010-7852. 05-95-93-930010-5947. 05-95-93-930010-71000000. 05-95-93-930010-70160000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$7,101,818
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021 <small>1F158EDE9A8245F</small>		1.12 Name and Title of Contractor Signatory Kathleen Boisclair Board President	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021 <small>8D0CE9163608474</small>		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Servic	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> DocuSigned by: By:  On: 6/14/2021 <small>D5CA9202E32C4AE</small>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

K. B.

Date 6/11/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disability (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early support and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;
or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder, or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals ages 16 years and over who are receiving services through the 1915(c) Waivers, in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522, and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
 - 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
 - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500,

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

PART 510, Family-Centered Early Supports and Services.

- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 275 children are served in State Fiscal Year (SFY) 2022 and 275 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.
- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
 - 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
 - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
 - 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.

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- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.
- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
 - 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
 - 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
 - 8.1.1. He-M 500 PART 519, Family Support Services; and
 - 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
 - 8.3.1. Number of unduplicated families to be served.
 - 8.3.2. Number of unduplicated families provided with respite only.
 - 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
 - 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
 - 8.4.1. Staff and families work together in relationships based on equality and respect.
 - 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.

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- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

SS-2022-BDS-01-AREAA-09

Behavioral Health & Developmental Services
of Strafford County, Inc.

Contractor Initials

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- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:
- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
 - 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
 - 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
- 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.

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- 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
- 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.
- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.

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9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

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- 9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).
- 9.5.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:
 - 9.5.4.1. ServiceLink.
 - 9.5.4.2. Area Agencies.
 - 9.5.4.3. The Department.
- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

10. Room and Board

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.

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10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. Council for Youth with Chronic Conditions; Developmental Disability and Acquired Brain Disorder Quality Councils; and Autism Council Supports

11.1. The Contractor shall provide administrative support to the Council for Youths with Chronic Conditions (CYCC), Developmental (DD) Services and Acquired Brain Disorder (ABD) Quality Council, and the Autism Council.

11.2. The Contractor shall hire a full time employee to provide administrative support to the three (3) Councils.

11.3. The Contractor shall develop a Memorandum of Understanding (MOU) with each of the Councils, which outlines the roles and responsibilities of each party, agreed to and signed by each party.

12. File Reviews and Audits

12.1. Service File Reviews

12.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

12.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.

12.1.1.2. Required contact notes and/or progress notes are complete.

12.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:

12.1.1.3.1. Driving records.

12.1.1.3.2. Background checks.

12.1.1.3.3. Office of Inspector General (OIG) database checks.

12.1.1.3.4. Training requirements.

12.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

12.2. Governance Audit

12.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:

12.2.1.1. Current Board of Directors (BOD) composition, policies,

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procedures, bylaws, and meeting minutes.

- 12.2.1.2. Executive Director qualifications.
- 12.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
- 12.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
- 12.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
- 12.2.1.6. Communication strategy.
- 12.2.1.7. Quality assurance activities and training.
- 12.2.1.8. Subcontracting agreements.
- 12.2.1.9. Plan of correction from last redesignation, if applicable.
- 12.2.1.10. Sentinel event policy and documentation.
- 12.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
- 12.2.1.12. Proof of Limited English Proficiency (LEP) policy.
- 12.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 12.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 12.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 12.2.1.16. Formal agreement between the Contractor and the FSC.
- 12.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

12.3. Redesignation Review

- 12.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 12.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 12.3.2.1. Governance Audit.
 - 12.3.2.2. Financial Condition with 5-year trend analysis.
 - 12.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 12.3.2.4. Compliance with Family Centered Early Supports and Service

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Requirements.

- 12.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
- 12.3.2.6. Summary of Employment Supports for Individuals.
- 12.3.2.7. Service File Review findings.
- 12.3.2.8. Summary of stakeholder engagement.

13. Complaint Investigation

- 13.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 13.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 13.2.1. Complying with the recommendations in each Complaint Report;
 - 13.2.2. Retaining documentation of compliance; and
 - 13.2.3. Sharing documentation, as requested by the Department.
- 13.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 13.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

14. Data Systems

14.1. Employment Data System

- 14.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 14.1.2. The Contractor shall ensure data includes, but is not limited to:
 - 14.1.2.1. Job end date.
 - 14.1.2.2. Changes in hours worked.
 - 14.1.2.3. Changes in wages earned.
- 14.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

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14.2. Service Activity System

14.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.

14.2.2. The Contractor shall ensure data includes:

14.2.2.1. Complete intake processing;

14.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;

14.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;

14.2.2.4. Indication of when an individual received services if services are non-billable; and

14.2.2.5. Accurate and non-duplicative data.

15. Criminal Background and State Registry Checks

15.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

16. Confidentiality

16.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

17. Maintenance of Fiscal Integrity:

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

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

17.2.1. Days of Cash on Hand:

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

17.2.2. Current Ratio:

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

17.2.3. Debt Service Coverage Ratio:

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

17.2.4. Net Assets to Total Assets:

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.

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- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - d. Source of Data: The Contractor's Monthly Financial Statements.
 - e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 17.2.5. In the event that the Contractor does not meet either:
- 17.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 17.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
 - 17.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 17.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.
 - 17.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 17.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than

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the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.

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

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

17.2.11. Contractors Request for Extension of Financial Filing Deadlines:

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

17.2.11.2. Requests shall be made in writing;

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

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

17.2.11.5. Requests shall include the following:

17.2.11.6. Contact information;

17.2.11.7. Reason for requesting the extension; and

17.2.11.8. New requested deadline.

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

18. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

18.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or

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develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process.”

- 18.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 18.3. The Contactor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
 - 18.3.1. Identification of Designated Area Agency Delivery System functions;
 - 18.3.2. Rate modeling, analysis and development; and
 - 18.3.3. Related committee work.

19. Exhibits Incorporated

- 19.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 19.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

20. Performance Measures

- 20.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 20.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 20.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

21. Additional Terms

21.1. Impacts Resulting from Court Orders or Legislative Changes

- 21.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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and expenditure requirements under this Agreement so as to achieve compliance therewith.

21.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

21.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

21.3. Credits and Copyright Ownership

21.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

21.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

21.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 21.3.3.1. Brochures.
- 21.3.3.2. Resource directories.
- 21.3.3.3. Protocols or guidelines.
- 21.3.3.4. Posters.
- 21.3.3.5. Reports.

21.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

21.4. Operation of Facilities: Compliance with Laws and Regulations

21.4.1. 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

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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 Agreement 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.

22. Records

22.1. The Contractor shall keep records that include, but are not limited to:

22.1.1. Books, records, documents and other electronic or physical 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.

22.1.2. All records must 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.

22.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

22.1.4. Medical records on each patient/recipient of services.

22.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT C

PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$1,500**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 6.1. The Contractor shall seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.
- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from**Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$75,873.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential

**New Hampshire Department of Health and Human Services
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EXHIBIT C

setting that will not change whether or not an individual resides in the residential setting; and

- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
- 9. Council for Youth with Chronic Conditions; Developmental Disability and Acquired Brain Disorder Quality Councils; and Autism Council Supports)**
- 9.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 12, Council for Youths with Chronic Conditions; Developmental Disability and Acquired Brain Disorder Quality Councils; and Autism Council Supports.
- 9.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 9.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$104,125**.
- 10. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 9 above**
- 10.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 10.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 10.1.2. After the initial payment in Section 10.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 10.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
- 10.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 10.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
- 10.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 10.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
- 10.3. The Department reserves the right withhold **3%** of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 10.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

supporting documentation.

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

11. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.

11.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

12. Billing for Services covered under Medicaid

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

12.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

13. 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.

14. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

15. Audits

15.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

recently completed fiscal year.

- 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 15.5. 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.



New Hampshire Department of Health and Human Services
Exhibit D

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

Vendor Initials

^{DS}
K. B.

Date 6/11/2021



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:

6/11/2021

Date

DocuSigned by:
Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board President

Vendor Initials ^{DS}
K.B.
Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit E

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:

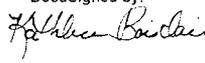
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

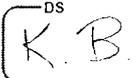
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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:

6/11/2021

Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board President

Vendor Initials 
 Date 6/11/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

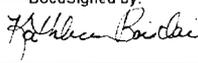
LOWER TIER COVERED TRANSACTIONS

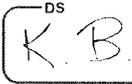
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board President

Contractor Initials 
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS
K.B.

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:
Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board President

Exhibit G

Contractor Initials ^{DS}
K.B.

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:
Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board President



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

K.B.

Date 6/11/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

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.



New Hampshire Department of Health and Human Services

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

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New Hampshire Department of Health and Human Services

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.

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Contractor Initials

K.B.

Date 6/11/2021



New Hampshire Department of Health and Human Services

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

Community Partners

The State

Name of the Contractor

Deborah D. Scheetz

Kathleen Boisclair

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

kathleen boisclair

Name of Authorized Representative
Director Division of Long Term Supports and Services

Name of Authorized Representative
Board President

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/11/2021

Date

Date

Contractor Initials DS
K.B.

Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Kathleen Boisclair

Name: Kathleen Boisclair

Title: Board President

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K.B.

Contractor Initials

Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 193618162
- 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: _____

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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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

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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

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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K.B.

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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K.B.

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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

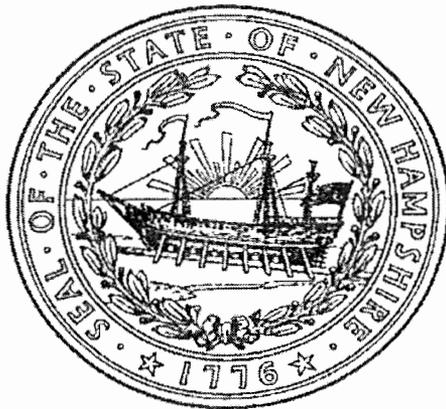
Department of State

CERTIFICATE

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

Business ID: 62273

Certificate Number: 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 "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

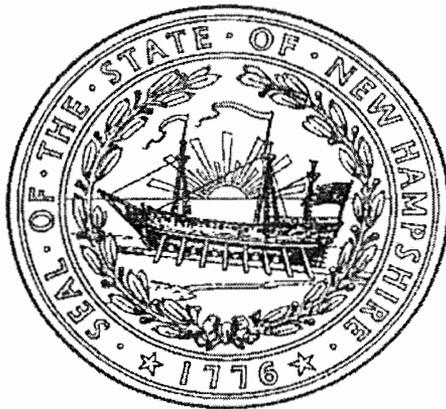
Department of State

CERTIFICATE

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

Business ID: **455172**

Certificate Number: **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 cursive script, 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 -0400

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058	
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Professional Liability			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 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2201367	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS2021000393 3A, NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability			PHSD1586210	11/01/2020	11/01/2021	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 State of NH; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



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.

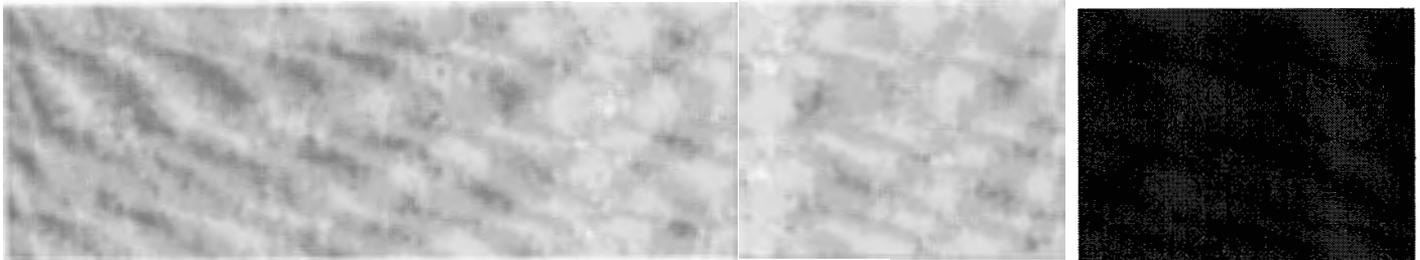
Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

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.



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	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	-
Change in net assets	888,207	285,930
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	-	466,093	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	260,501	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	679,853	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	139,652	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	349,824	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	142,239	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,945	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	3,258	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	1,852	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	1,100,682	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	4,060,658	1,478,666	61,671	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,609	59,399	106,919	7,212	102,207	14,045	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	3,920	533	127,740	335,556	19,436
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	31,605	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	2,087	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	5,855	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	634,689	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	<u>89</u>	<u>90</u>
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
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to 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 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
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

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
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

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.

**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

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

**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

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	-

**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

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>

**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

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
COMMUNITY PARTNERS AND SUBSIDIARIES**

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
Total public support and revenue	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599	25,334,294	9,630,905	9,057	58,259	(27,251)	35,005,264
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
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
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	-	-	-	-	-	-
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
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



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

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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

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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

Pamela S. Dushan

EDUCATION

M.A. - Counseling Psychology, 1980 - Assumption College, Worcester, MA

B.A. - Psychology, 1978 - Keene State College, Keene, NH; Deans List - 1977 & 1978

EXPERIENCE

Community Partners, Dover, NH, Developmental Services, April, 1985 - Current

- ***Director of Case Management, 2000 - Current***
 - *Current Supervisory Responsibilities: Case Management Supervisor, Wait List Manager, Intake Coordinator, Consolidated Services Program Developer/Supervisor & Utilization Analyst*
 - *Other Supervisory Responsibilities during this time: Case Managers (8 - prior to hiring CM Supervisor), CM Program Assistant, Financial Benefits Planner*
 - *Assist in the determination of eligibility for individuals requesting services through Developmental Services (both DD & ABD) and the State delivery system.*
 - *Work closely w/Case Management Supervisor to develop & have oversight of the Case Management & Consolidated Services budgets.*
 - *Actively participate on the Community Partners Management Team.*
 - *Develop and work closely w/Case Management Supervisor & Consolidated Services Supervisor to implement policy & procedure in conjunction w/the Management Team.*
 - *Responsible for having ongoing communication w/as well as meeting w/Vendor Agency Management that contracts w/Community Partners.*
 - *Responsible for oversight of Client Waiting List for adults age 21 & over; work in conjunction w/Wait List Manager & Intake Coordinator.*
 - *Responsible of development & oversight of client budgets; work in conjunction w/CFO, Utilization Analyst, Director of Adult Services & Business office.*
 - *Responsible for daily monitoring off services specific to utilization & Medicaid Management.*
 - *Responsible for the oversight of the Community Care Waiver; specifically functional assessment completed by Case Management & Consolidated Services that begins the Medicaid Waiver process.*

- ***Co-Director of Case Management, 1991-2000- Supervisory Responsibilities: Case Managers (5)***

- ***Case Manager, 1985-1991***
 - *Responsible for providing case management services for a caseload of 25-30.*

- *Responsible for coordinating & assuring continuity of services.*
- *Responsible for assisting client's entry into the service delivery system & monitoring progress on an ongoing basis.*
- *Responsible for the development & implementation of the ISA & providing ongoing monitoring of progress.*
- *Responsible for assisting clients w/enrolling in Social Security, Medicaid, Medicare Part-D, MEAD and/or other benefit plans.*
- *Responsible for completing Monthly CM Activity Notes & Quarterly Satisfaction Surveys.*
- *Responsible for coordinating assessments/evaluations as needed.*
- *Engaged in advocacy activities on behalf of the client; included brokering & linking activities/generic services in order for integration to occur in their communities.*

Solomon Mental Health Center, Lowell, MA, MR Service, May, 1980 – April, 1985

- ***Program Specialist - March, 1984-April, 1985***
 - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
 - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
 - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
 - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
 - *Provided consultation services to agencies serving individuals with developmental disabilities.*
 - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*
- ***Case Manager/Counselor, May, 1980 – March, 1984***
 - *Provided counseling and case management services to individuals with developmental disabilities and their families.*
 - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
 - *Provided psychological testing to individuals receiving services at the Center.*
 - *Lead a weekly Mothers Support Group.*
 - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
 - *Provided weekly supervision for Lowell University student practicum.*
 - *Responsible for screening and intake of individuals referred for services.*
 - *Appointed to the Professional Advisory Committee.*
 - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

Cooperative Human Services, Inc., Worcester, MA., September-May, 1979-1980

- **Counselor/Intern**
 - *Provided counseling services to individuals with developmental disabilities in the Specialized Home Care and Staffed Apartment Programs.*
 - *Provided consultation services to other social service agencies within the local community.*
 - *Co-Lead weekly Support Group for Foster Parents.*
 - *Assessed perspective Foster Parents for the Adolescent Program associated with DYS through interviewing and training sessions.*

Camp Rappatak, Fryeburg, ME, , June-August, 1972-1979

- **Counselor**
 - *Bunk Counselor – responsible for girls ages 9-16 yrs.*
 - *Swimming, Waterskiing and Rowing Instructor – for girls ages 7-16 yrs.*
 - *Designed and directed Waterskiing Program – 1977.*
 - *Held position of Waterfront Director – 1978 & 1979.*
 - *Supervised 20 Waterfront Instructors – 1978 & 1979.*

Keene Recreation Department, Keene, NH, September-March, 1976-1977

- **Lifeguard**
 - *Lifeguard for children ages 9-16 yrs.*

SUZANNE V. IVERSON



EDUCATION

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

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

North Dakota State University, Fargo, ND, 1986.

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

PROFESSIONAL ACTIVITIES

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

PROFESSIONAL TRAININGS/CERTIFICATIONS

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

Seminars, Inc.

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:	SFY 222/23		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$246,552	45.00%	\$110,948.40
Suzanne Bagdasarian- CFO	\$130,000	45.00%	\$58,500.00
Pam Dushan- Director Case Management	\$75,750	100.00%	\$75,750.00
Suzanne Iverson- Chief Operating Officer, DS	\$85,000	95.00%	\$80,750.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$325,948.40

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

Subject: Area Agency (SS-2022-BDS-01-AREAA-04)

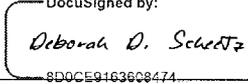
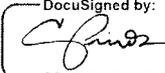
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Bridges		1.4 Contractor Address 70 Pembroke Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-4153	1.6 Account Number 05-95-93-930010-7013. 05-95-93-930010-7014. 05-95-93-930010-7852. 05-95-93-930010-5947. 05-95-93-930010-71000000. 05-95-93-930010-70160000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$7,905,798
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021 <small>B91CE498E84E463</small>		1.12 Name and Title of Contractor Signatory Ann Potoczak CEO/President	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021 <small>8D0CE91636C8474</small>		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/2021 <small>D6CA8202E32C4AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disabilities (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503; or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder, or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:
 - 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.
 - 1.8.3. Services made available to the individual.
 - 1.8.4. Services actually provided to the individual.

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1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers, in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522, and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.
- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:

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- 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
- 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.
- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.

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- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 480 children are served in State Fiscal Year (SFY) 2022 and 480 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.
- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:

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- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
- 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
 - 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
 - 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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- 9.5.4.1. ServiceLink.
- 9.5.4.2. Area Agencies.
- 9.5.4.3. The Department.
- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

10. Room and Board

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.
- 10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. Systemic, Therapeutic Assessment, Respite and Treatment (START) Services

- 11.1. The Contractor shall provide statewide Systemic, Therapeutic Assessment, Respite, and Treatment (START) services.
- 11.2. The Contractor shall ensure a START Coordinator is assigned to each of the Department's 10 Area Agencies who:

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- 11.2.1. Conducts an initial intake and determines eligibility for all individuals referred to the START program in accordance with the applicable laws and rules; and
- 11.2.2. Develops an individualized crisis plan in consultation and collaboration with the eligible individual's team.
- 11.3. The Contractor shall maintain and operate a START Center that ensures:
 - 11.3.1. Three (3) beds are available for short term planned therapeutic respite stays for a maximum of 4 days;
 - 11.3.2. Three (3) beds are available for emergency stays for up to 30 days.
 - 11.3.3. All bedrooms accommodate one individual only.
- 11.4. The Contractor shall provide on-call services during business hours.
- 11.5. The Contractor shall coordinate and work with the Dartmouth Hitchcock Medical Center Multidisciplinary consultation team, hereby referenced as TEAM.
 - 11.5.1. The TEAM accepts children and adults being referred from the Area Agencies. Should the number of referrals exceed the number of individuals able to be seen, then Dartmouth Hitchcock Medical Center TEAM shall prioritize individuals based on the most immediate need and critical situation;
 - 11.5.2. The TEAM of expert providers is the one point of access which will reduce each individual's number of medical appointments and reduce each individual's need to travel to multiple appointments;
 - 11.5.3. The interdisciplinary clinic TEAM shall convene one time per month and shall conduct a face-to-face appointment with two (2) individuals per month, for a total of 24 individuals per year. The interdisciplinary clinic team meetings and face-to-face individual appointments shall take place at a location designated by DHHS.
- 11.6. The Contractor shall collect and analyze data defined by the Department regarding START services as identified through START Information and Reporting System (SIRS).

12. File Reviews and Audits

12.1. Service File Reviews

12.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

12.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.

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- 12.1.1.2. Required contact notes and/or progress notes are complete.
- 12.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 12.1.1.3.1. Driving records.
 - 12.1.1.3.2. Background checks.
 - 12.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 12.1.1.3.4. Training requirements.
- 12.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

12.2. Governance Audit

- 12.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 12.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 12.2.1.2. Executive Director qualifications.
 - 12.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 12.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 12.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 12.2.1.6. Communication strategy.
 - 12.2.1.7. Quality assurance activities and training.
 - 12.2.1.8. Subcontracting agreements.
 - 12.2.1.9. Plan of correction from last redesignation, if applicable.
 - 12.2.1.10. Sentinel event policy and documentation.
 - 12.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 12.2.1.12. Proof of Limited English Proficiency (LEP) policy.
 - 12.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
 - 12.2.1.14. Data entry into the BDS Approved Employment Data System

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- 12.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 12.2.1.16. Formal agreement between the Contractor and the FSC.
- 12.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

12.3. Redesignation Review

- 12.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 12.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 12.3.2.1. Governance Audit.
 - 12.3.2.2. Financial Condition with 5-year trend analysis.
 - 12.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 12.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 12.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 12.3.2.6. Summary of Employment Supports for Individuals.
 - 12.3.2.7. Service File Review findings.
 - 12.3.2.8. Summary of stakeholder engagement.

13. Complaint Investigation

- 13.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 13.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 13.2.1. Complying with the recommendations in each Complaint Report;
 - 13.2.2. Retaining documentation of compliance; and
 - 13.2.3. Sharing documentation, as requested by the Department.
- 13.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.

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13.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

14. Data Systems

14.1. Employment Data System

14.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.

14.1.2. The Contractor shall ensure data includes, but is not limited to:

14.1.2.1. Job end date.

14.1.2.2. Changes in hours worked.

14.1.2.3. Changes in wages earned.

14.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

14.2. Service Activity System

14.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.

14.2.2. The Contractor shall ensure data includes:

14.2.2.1. Complete intake processing;

14.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;

14.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;

14.2.2.4. Indication of when an individual received services if services are non-billable; and

14.2.2.5. Accurate and non-duplicative data.

15. Criminal Background and State Registry Checks

15.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

16. Confidentiality

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16.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

17. Maintenance of Fiscal Integrity:

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

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

17.2.1. Days of Cash on Hand:

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

17.2.2. Current Ratio:

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

17.2.3. Debt Service Coverage Ratio:

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

17.2.4. Net Assets to Total Assets:

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

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

- 17.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 17.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 17.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 17.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

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**New Hampshire Department of Health and Human Services
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- 17.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 17.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 17.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 17.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 17.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 17.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
- 17.2.11.2. Requests shall be made in writing;
- 17.2.11.3. Requests shall be sent to the director or designee;
- 17.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and
- 17.2.11.5. Requests shall include the following:
- 17.2.11.6. Contact information;

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EXHIBIT B

17.2.11.7. Reason for requesting the extension; and

17.2.11.8. New requested deadline.

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

18. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

- 18.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."
- 18.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 18.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
 - 18.3.1. Identification of Designated Area Agency Delivery System functions;
 - 18.3.2. Rate modeling, analysis and development; and
 - 18.3.3. Related committee work.

19. Exhibits Incorporated

- 19.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
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19.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

20. Performance Measures

20.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

20.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

20.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

21. Additional Terms

21.1. Impacts Resulting from Court Orders or Legislative Changes

21.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

21.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

21.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

21.3. Credits and Copyright Ownership

21.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

21.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production,

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distribution or use.

21.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 21.3.3.1. Brochures.
- 21.3.3.2. Resource directories.
- 21.3.3.3. Protocols or guidelines.
- 21.3.3.4. Posters.
- 21.3.3.5. Reports.

21.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

21.4. Operation of Facilities: Compliance with Laws and Regulations

21.4.1. 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 Agreement 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.

22. Records

22.1. The Contractor shall keep records that include, but are not limited to:

- 22.1.1. Books, records, documents and other electronic or physical 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.
- 22.1.2. All records must 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,

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EXHIBIT B

vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

22.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

22.1.4. Medical records on each patient/recipient of services.

22.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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EXHIBIT C

PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$1,500**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses

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**New Hampshire Department of Health and Human Services
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EXHIBIT C

defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$146,880**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 8.1.3. Only for the portion of the approved expense not reimbursed by an

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EXHIBIT C

individual's other public and private funding sources and community funding resources.

- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
9. **Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above**
 - 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
 - 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
 - 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
 - 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
 - 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue

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EXHIBIT C

and expenditures, whether or not generated by, or resulting from, State funding.

- 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
 - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
 - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
 - 9.3. The Department reserves the right to withhold **3%** of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
 - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
 - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
- 10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

11. Billing for Services covered under Medicaid

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

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

12. 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.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 14.5. 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.



New Hampshire Department of Health and Human Services
Exhibit D

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

Vendor Initials AP
Date 6/11/2021



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:

6/11/2021

Date

DocuSigned by:

Ann Potoczak

Name: Ann Potoczak

Title: CEO/President



New Hampshire Department of Health and Human Services
Exhibit E

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:

6/11/2021
Date

DocuSigned by:

 Name: Ann Potoczak
 Title: CEO/President

DS


Exhibit E – Certification Regarding Lobbying

Vendor Initials
Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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.

Contractor Name:

6/11/2021
Date

DocuSigned by:
Ann Potoczak
Name: Ann Potoczak
Title: CEO/President

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AP
Contractor Initials
6/11/2021
Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

Ann Potoczak

Name: Ann Potoczak

Title: CEO/President

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

Ann Potoczak

Name: Ann Potoczak

Title: CEO/President



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 6/11/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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 Associate possesses such PHI.



New Hampshire Department of Health and Human Services

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.

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Contractor Initials ap

Date 6/11/2021



New Hampshire Department of Health and Human Services

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

Community Bridges

The State

Name of the Contractor

Deborah D. Scheetz

Ann Potoczak

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Ann Potoczak

Name of Authorized Representative
Director Division of Long Term Support

Name of Authorized Representative
and Services
CEO/President

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/11/2021

Date

Date

Contractor Initials DS
AP

Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Ann Potoczak
 Title: CEO/President

DS

 Contractor Initials
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 184213015

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: _____

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

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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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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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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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

State of New Hampshire

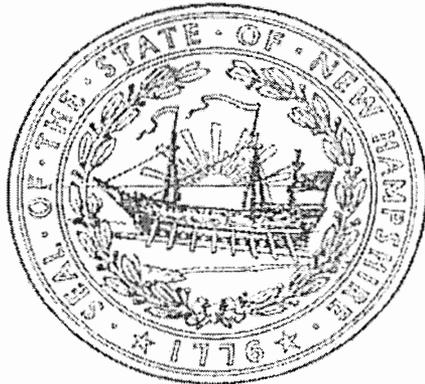
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64837

Certificate Number: 0005378313



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Bridges, Board of Directors.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 1, 2021.
(Date)

RESOLVED: That the President/CEO of Community Bridges
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of June, 2021.
(Date Contract Signed)

4. Ann Potoczak is the duly elected President/CEO of Community Bridges
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Philip Sletten

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 11 day of June, 2021.

By Philip Sletten
(Name of Elected Officer of the Agency)

Russell M. Haight

(Notary Public, Justice of the Peace)

Commission Expires: 6/21/22



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2021

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 NAIC # 32204 INSURER B : Granite State Healthcare & Human Svc WC NONAIC INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2151584	06/30/2020	06/30/2021	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 <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2151168	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB728827	06/30/2020	06/30/2021	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20210000433	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Connecting Individuals with Disabilities to Their Community

MISSION STATEMENT

Community Bridges assures and maintains the integration, growth and interdependence of people with disabilities in their home communities so they have positive control over the lives they have chosen for themselves.

Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

Updated: 12/6/16



Connecting Individuals with Disabilities with Their Community

COMMUNITY BRIDGES

Financial Statements
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Bridges

Report on the Financial Statements

We have audited the accompanying financial statements of Community Bridges, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year 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 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 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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



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 Bridges as of June 30, 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 Community Bridges' fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 16, 2020. 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 financial statements from which it has been derived.

Other Matters

In accordance with *Government Auditing Standards*, we have also issued our report dated February 8, 2021 on our consideration of Community Bridges' 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 Bridges' 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 Bridges' internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
February 8, 2021

COMMUNITY BRIDGES

Statement of Financial Position June 30, 2020 (with comparative totals as of June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 7,058,250	\$ -	\$ 7,058,250	\$ 3,667,467
Restricted cash	267,451	-	267,451	169,091
Accounts receivable, net	4,330,688	-	4,330,688	2,106,088
Prepaid expenses	58,498	-	58,498	142,821
Total Current Assets	11,714,887	-	11,714,887	6,085,467
Noncurrent Assets:				
Security deposits	36,074	-	36,074	26,074
Property and equipment, net	4,903,271	-	4,903,271	5,026,228
Total Noncurrent Assets	4,939,345	-	4,939,345	5,052,302
TOTAL ASSETS	\$ 16,654,232	\$ -	\$ 16,654,232	\$ 11,137,769
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Current portion of long-term debt	\$ 79,534	\$ -	\$ 79,534	\$ 82,339
Accounts payable	1,766,071	-	1,766,071	1,151,291
Accrued payroll and related liabilities	1,725,758	-	1,725,758	1,351,031
Other liabilities	29,870	-	29,870	63,992
Total Current Liabilities	3,601,233	-	3,601,233	2,648,653
Noncurrent Liabilities:				
Notes payable, net of current portion	2,923,470	-	2,923,470	2,945,032
Refundable advances	1,451,942	-	1,451,942	-
Security deposits	36,944	-	36,944	36,944
Custodial liability	267,451	-	267,451	169,091
Total Noncurrent Liabilities	4,679,807	-	4,679,807	3,151,067
Total Liabilities	8,281,040	-	8,281,040	5,799,720
Net Assets:				
Without donor restrictions:				
Undesignated	8,373,192	-	8,373,192	5,317,717
With donor restrictions	-	-	-	20,332
Total Net Assets	8,373,192	-	8,373,192	5,338,049
TOTAL LIABILITIES AND NET ASSETS	\$ 16,654,232	\$ -	\$ 16,654,232	\$ 11,137,769

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

COMMUNITY BRIDGES

Statement of Activities For the Year Ended June 30, 2020 (with comparative totals for the year ended June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
SUPPORT AND REVENUE				
Support:				
Grants and contributions	\$ 3,538,474	\$ -	\$ 3,538,474	\$ 24,711
State of New Hampshire DHHS	1,327,822	-	1,327,822	1,370,226
Revenue:				
Medicaid	40,321,902	-	40,321,902	37,827,901
Residential fees	802,658	-	802,658	763,429
Rental income	335,198	-	335,198	237,727
Other program services	202,206	-	202,206	203,739
Third-party insurance	161,755	-	161,755	155,555
Miscellaneous	148,590	-	148,590	169,973
Interest	12,882	-	12,882	12,316
Net Assets Released From Restriction	20,332	(20,332)	-	-
Total Support and Revenue	46,871,819	(20,332)	46,851,487	40,765,577
EXPENSES				
Program services:				
Case management	2,504,820	-	2,504,820	1,601,263
Early intervention	1,486,067	-	1,486,067	1,617,293
Family support	904,720	-	904,720	902,307
Independent living	335,552	-	335,552	405,001
Residential and day services	8,882,378	-	8,882,378	8,923,317
Residential, day, and staff services - subcontract	18,350,452	-	18,350,452	16,484,213
Respite care	115,770	-	115,770	164,542
Self directed services	4,923,055	-	4,923,055	4,960,292
Start program and clinical	1,846,324	-	1,846,324	2,027,473
Total Program Services	39,349,138	-	39,349,138	37,085,701
Supporting Services:				
Management and general	4,377,206	-	4,377,206	3,267,356
Fundraising	90,000	-	90,000	25,000
Total Supporting Services	4,467,206	-	4,467,206	3,292,356
Total Expenses	43,816,344	-	43,816,344	40,378,057
CHANGE IN NET ASSETS	3,055,475	(20,332)	3,035,143	387,520
NET ASSETS, BEGINNING OF YEAR	5,317,717	20,332	5,338,049	4,950,529
NET ASSETS, END OF YEAR	\$ 8,373,192	\$ -	\$ 8,373,192	\$ 5,338,049

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

COMMUNITY BRIDGES

**Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	2020												2020	2019	
	Program Services											Management and General	Fundraising	Total	Total
	Case Management	Early Intervention	Family Support	Independent Living	Residential and Day Services	Residential, Day, & Self Services - Subcontract	Respite Care	Self Directed Services	Start Program and Clinical	Total Program Services	Management and General	Fundraising	2020 Total	2019 Total	
Personnel expense:															
Salaries and wages	\$ 867,769	\$ 842,594	\$ 487,809	\$ 244,565	\$ 4,684,731	\$ -	\$ -	\$ 2,496,072	\$ 1,237,888	\$ 10,861,428	\$ 2,388,954	\$ 82,800	\$ 13,333,182	\$ 12,594,327	
Employee benefits	145,554	153,541	87,498	44,918	861,830	-	-	600,113	223,659	2,117,113	385,193	-	2,502,306	2,561,845	
Payroll taxes	65,633	64,204	36,669	18,334	362,458	-	-	193,786	94,468	835,552	186,435	7,200	1,029,187	972,110	
Subtotal personnel expense	1,078,956	1,060,339	611,976	307,817	5,909,019	-	-	3,289,971	1,556,015	13,814,093	2,960,582	90,000	16,864,675	16,128,282	
Advertising	204	494	224	-	764	-	-	6,413	-	8,099	3,989	-	12,088	13,755	
Client assistance:															
Payments	-	-	-	-	-	-	-	140,969	-	140,969	-	-	140,969	164,704	
Assistance to individuals	22,572	-	186,469	-	25,359	-	115,514	12,087	-	362,001	-	-	362,001	360,881	
Consumables	-	753	6,450	-	88,909	-	-	113,553	19,153	228,818	-	-	228,818	279,796	
Therapy	251,441	242,716	-	-	9,555	-	-	2,153	7,470	513,335	-	-	513,335	501,673	
Treatment services	-	-	250	-	1,996,584	-	-	417,765	-	2,414,599	683	-	2,415,282	2,209,260	
Depreciation	-	-	-	-	-	-	-	-	-	-	449,306	-	449,306	414,807	
Equipment maintenance	410	756	394	-	824	-	-	2,677	469	5,530	177,235	-	182,765	187,916	
Grants and contributions	948,900	-	-	-	-	-	-	-	-	948,900	8,455	-	957,355	9,777	
Insurance	2,743	1,786	912	-	64,011	-	256	4,683	1,561	75,952	10,310	-	86,262	74,786	
Interest	-	-	-	-	-	-	-	-	-	-	136,030	-	136,030	111,588	
Miscellaneous	31,557	4,220	4,767	-	1,240	-	-	689	1,383	43,856	29,811	-	73,667	81,963	
Occupancy	59,505	42,052	58,773	-	288,471	-	-	39,123	38,307	526,231	224,696	-	750,927	875,029	
Office	23,248	27,983	10,065	-	53,650	-	-	5,217	22,838	143,001	115,388	-	258,389	214,014	
Operational supplies	53	40	43	-	49,094	-	-	9	6,070	55,309	28,429	-	83,738	83,455	
Professional services and consultants:															
Accounting	-	-	-	-	-	-	-	-	-	-	15,900	-	15,900	16,250	
Contracted staff	-	-	-	-	-	-	-	-	-	-	40,276	-	40,276	102,584	
Fees for services	-	-	-	-	-	-	-	10,313	-	10,313	1,441	-	11,754	15,208	
Legal	-	-	-	-	-	-	-	-	-	-	3,307	-	3,307	12,277	
Other	43,348	34,816	73	35	138,732	-	-	23,700	149,697	390,401	135,745	-	526,146	571,567	
Subcontractors	-	20,185	-	-	-	18,093,612	-	72,672	-	18,186,469	-	-	18,186,469	16,175,615	
Staff development and training	1,191	4,605	18,920	-	3,654	-	-	-	4,285	32,655	29,050	-	61,705	75,574	
Stipends	29,231	-	-	-	48,001	242,981	-	622,829	-	943,042	-	-	943,042	1,041,326	
Travel	11,461	45,322	5,404	27,700	204,511	13,859	-	158,232	39,076	505,565	6,573	-	512,138	655,970	
Total	\$ 2,504,820	\$ 1,486,067	\$ 904,720	\$ 335,552	\$ 8,882,378	\$ 18,350,452	\$ 115,770	\$ 4,923,055	\$ 1,846,324	\$ 39,349,138	\$ 4,377,206	\$ 90,000	\$ 43,816,344	\$ 40,378,057	

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

COMMUNITY BRIDGES

Statement of Cash Flows For the Year ended June 30, 2020 (with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 3,035,143	\$ 387,520
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	449,306	414,807
Loss on disposal of fixed assets	8,416	-
Changes in operating assets and liabilities:		
Accounts receivable	(2,224,600)	841,403
Prepaid expenses	84,323	945
Accounts payable	614,780	(468,816)
Accrued payroll and related liabilities	374,727	54,502
Other liabilities	(34,122)	39,564
Security deposits	(10,000)	36,944
Custodial liability	98,360	(6,324)
Net Cash Provided By Operating Activities	<u>2,396,333</u>	<u>1,300,545</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	<u>(334,766)</u>	<u>(462,784)</u>
Net Cash Used By Investing Activities	<u>(334,766)</u>	<u>(462,784)</u>
Cash Flows From Financing Activities:		
Proceeds from Paycheck Protection Program loans	1,451,942	-
Proceeds of long-term debt	59,530	-
Payment of long-term debt	<u>(83,896)</u>	<u>(116,692)</u>
Net Cash Provided (Used) By Financing Activities	<u>1,427,576</u>	<u>(116,692)</u>
Net Change	3,489,143	721,069
Cash and Cash Equivalents and Restricted Cash, Beginning	<u>3,836,558</u>	<u>3,115,489</u>
Cash and Cash Equivalents and Restricted Cash, Ending	<u>\$ 7,325,701</u>	<u>\$ 3,836,558</u>
Supplemental Disclosures:		
Interest paid	<u>\$ 136,030</u>	<u>\$ 111,588</u>
Noncash financing	<u>\$ -</u>	<u>\$ 1,635,000</u>

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

COMMUNITY BRIDGES

Notes to Financial Statements For the Year Ended June 30, 2020

1. **Organization**

Community Bridges (the Agency) is a nonprofit organization established in May 1983. It contracts with the 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 the Merrimack County area of New Hampshire. Its major function is the coordination of services and support with those who are eligible to receive it. The majority of its funding is from federal and state government programs.

Community Bridges assures and maintains the integration, growth and interdependence of people with disabilities in their home communities so they have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

The Agency fulfills its mission by providing the following services and programs:

Family Support

Family support case management provides information, training, support, and connection to valued resources for families of children with chronic health conditions, developmental disability or their elders who experience frailty due to aging. Training is designed to help people take control of their lives, and help implement their dreams for a good life in the community and a healthy future. Community Bridges provides parent-to-parent connections, guardianship and future planning, family assistance, and enhances access to educational needs, support groups, leisure activities, housing and jobs or job training. This information, training and support gives the families and individuals a much better chance of becoming successful in meeting basic life needs.

Residential and Day Services

The day and residential services program embraces natural, community-based settings. Participant services are shaped around the unique needs of the individual and their family. By providing assistance with daily tasks on an as-needed basis, day and residential services allows individuals with disabilities to live the fulfilling and independent lives they and their families desire. Day and residential services participants live with a family member, roommate, independently, or in a staffed residence. By empowering participants to create their own life plans, make life decisions, and openly contribute to their Community Bridges partnership, we allow each participant to be in full control of their life. Individuals in Community Bridges' day and residential services receive guidance from direct support staff whose roles are to encourage participants to live their lives as independently as possible. Each staff member is screened, interviewed, and selected based on compatibility factors. Direct support staff members are trained to encourage participants to develop relationships within the community, allowing individuals to

become comfortable in their social setting. With the help of direct support staff, individuals and their families have the ability to connect to service providers in the community who best fit their needs.

Self-Directed Services

Participants in self-directed services include seniors, individuals with developmental disabilities, and individuals with acquired brain disorders. By promoting personal growth, responsibility, health, and safety, self-directed services allow participants to experience independence, community, inclusion, employment, and a fulfilling home life the way they want it. All participants of self-directed services have the option to customize a budget plan that best meets their individual needs. Community Bridges encourages individuals and their families to recruit, hire, and supervise people who provide them with assistance, and supports the individual through the hiring and management process as needed. Community Bridges strongly believes that individuals and their families in the self-directed services program should have complete choice and control over personal finances but have the assistance they need through workshops, guidelines, and advice to help maximize success.

Other Programs and Services

The Agency also provides respite care, independent living, early intervention, employment services, community support, and START services.

2. Summary of Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Agency has adopted ASU 2014-09 – *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU 2018-08 – *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Agency's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Agency recognizes revenue, and therefore no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Agency has adopted ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements,

and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying 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 financial statements for the year ended June 30, 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 are excluded from this definition. Overnight investments in government securities made through the Agency's sweep account are considered to be cash equivalents.

Restricted Cash

The Agency acts as custodian of consumer's funds. These funds are not the property of the Agency and, accordingly, are reported as restricted cash with a corresponding liability in the same amount on the Statement of Financial Position.

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.

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 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.

Property and Equipment

Property and equipment additions over \$1,000 with a useful life in excess of one year 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, 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 Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

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 fiscal years 2020 and 2019.

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.

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 Agency 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 Agency recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or 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 substantially met.

A portion of the Agency'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 Agency 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, including residential fees, are recognized as services are provided. Rental income is recognized when the performance obligation of providing the space is satisfied. Program service fees paid in advance are deferred to the period to which they relate.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and 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 Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

Community Bridges has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990)

with the IRS. In addition, it is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Agency was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of 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 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.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the 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

Leases

In February 2016, the Financial Accounting Standards Board (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 Agency for the fiscal year ending June 30, 2023. The Agency 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 Agency for the fiscal year ending June 30, 2024. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the 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 are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Agency 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 Statement of Financial Position, are comprised of the following at June 30, 2020:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 7,058,250	\$ 3,667,467
Restricted cash	267,451	169,091
Accounts receivable, net	<u>4,330,688</u>	<u>2,106,088</u>
Total financial assets	11,656,389	5,942,646
Less amounts not available to be used within one year:		
Restricted cash	(267,451)	(169,091)
Net assets with donor restrictions	<u>-</u>	<u>(20,332)</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 11,388,938</u>	<u>\$ 5,753,223</u>

The Agency regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Agency operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by restricted resources.

As part of its liquidity management plan, the Agency also has a \$1,600,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consists of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 2,263,489	\$ (61,301)	\$ 2,202,188	\$ 2,115,564	\$ (209,078)	\$ 1,906,486
Third-party insurance	-	-	-	9,797	-	9,797
BDS	31,632	-	31,632	-	-	-
LTCS	688,800	-	688,800	-	-	-
Other	<u>1,498,253</u>	<u>(90,185)</u>	<u>1,408,068</u>	<u>189,805</u>	<u>-</u>	<u>189,805</u>
Total	<u>\$ 4,482,174</u>	<u>\$ (151,486)</u>	<u>\$ 4,330,688</u>	<u>\$ 2,315,166</u>	<u>\$ (209,078)</u>	<u>\$ 2,106,088</u>

5. Property and Equipment

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

	<u>2020</u>	<u>2019</u>
Land	\$ 579,599	\$ 579,599
Buildings and improvements	4,886,749	4,842,799
Equipment and furniture	1,502,216	1,229,381
Vehicles	1,216,337	1,203,230
Construction in progress	<u>15,105</u>	<u>50,627</u>
Subtotal	8,200,006	7,905,636
Less accumulated depreciation	<u>(3,296,735)</u>	<u>(2,879,408)</u>
Total	<u>\$ 4,903,271</u>	<u>\$ 5,026,228</u>

6. Refundable Advances

On April 30, 2020 the Agency received a loan proceeds in the amount of \$3,481,685 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 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 twenty-four week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1.0% with deferral of payments for the first ten months. The Agency intends to use the proceeds for the purposes consistent with the PPP requirements. While the Agency believed that its use of the loan proceeds will meet the conditions for forgiveness, the Agency cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Agency has recognized \$2,055,744 of the PPP loan as revenue as a result of qualifying expenses incurred in fiscal year 2020. The remaining balance of the PPP loan, in the amount of \$1,451,942 is reflected as a refundable advance in the Statement of Financial Position.

On April 27, 2020, the Agency entered into a loan with the State of New Hampshire, Department of Health and Human Services as the lender, in the aggregate principal amount of \$26,000 from the COVID-19 Emergency Healthcare System Relief Fund, pursuant to Executive Order 2020-04. This loan was used to purchase personal protective equipment to protect our providers in the event of exposure to COVID-19.

7. Line of Credit

The Agency has a \$1,600,000 working capital line of credit agreement with a bank. The line is secured by all assets, is due on demand, and carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at June 30, 2020). At June 30, 2020, the balance on this line of credit was \$0. The line was not utilized in fiscal year 2020.

8. Notes Payable

Notes payable consists of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$320 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$30,473.	\$ 57,980	\$ 59,243
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$540 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$52,862.	98,878	100,954
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$917 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$89,812.	169,019	172,502
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$876 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$85,803.	160,772	164,130
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$4,062 including principal and interest through July 2035. Rate is fixed for first five years at 4.25%. Interest is based on Five Year Treasury Bill adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 and 2018 the interest was 4.25%.	542,139	567,261
Mortgage note payable to New Hampshire Housing Authority, monthly installments of \$554 of principal and interest at 2.0%, through April 2022, secured by land and building.	11,934	18,279
Mortgage note payable to New Hampshire Housing Authority, monthly installments of \$746 of principal and interest at 3.0%, through April 2020, secured by land and building.	-	7,310
Mortgage note payable to New Hampshire Housing Authority, no interest note whereby the Agency is only required to repay if the property is sold, secured by land and building.	62,031	62,031

(continued)

(continued)

	<u>2020</u>	<u>2019</u>
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$1,018 of principal and interest at 1.0%, through July 2025, secured by real property.	\$ 59,530	\$ -
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$1,030 of principal and interest at 4.4%, through January 2036, secured by land and building with a balloon payment of \$110,960.	189,008	192,967
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$410 of principal and interest at 1.0%, through March 2020, secured by a vehicle.	-	3,677
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$855 of principal and interest at 1.0%, through December 2020, secured by a vehicle.	5,113	15,264
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$991 of principal and interest at 1.0%, through August 2019, secured by a vehicle.	-	1,980
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$1,009 of principal and interest at 1.0%, through November 2021, secured by a vehicle.	17,017	28,885
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, interest only payments through October 2021, followed by monthly installments of \$9,254 of principal and interest at 5.0% through October 2023, thereafter installments of \$9,741 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	1,480,000	1,480,000
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$438 of principal and interest at 5.0% through October 2023, thereafter installments of \$462 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	72,379	73,978
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$468 of principal and interest at 5.0% through October 2023, thereafter installments of \$492 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	<u>77,204</u>	<u>78,910</u>
Total	3,003,004	3,027,371
Less amount due within one year	<u>(79,534)</u>	<u>(82,339)</u>
Notes payable, net of current portion	\$ <u><u>2,923,470</u></u>	\$ <u><u>2,945,032</u></u>

Maturities of notes payable are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2021	\$ 79,534
2022	93,639
2023	99,464
2024	108,633
2025	105,260
Thereafter	<u>2,516,474</u>
Total	<u>\$ 3,003,004</u>

9. Custodial Liability

The Agency acts as the custodian of funds of certain consumers. Cash is deposited and checks are drawn on a separate bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position.

10. Net Assets With Donor Restrictions

Net assets with donor restrictions are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Employee wellness	\$ -	\$ 16,736
Autism grant	-	3,596
Total	<u>\$ -</u>	<u>\$ 20,332</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.

11. 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 Agency expects such amounts, if any, to be immaterial.

12. Functionalized Expenses

The 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 occupancy, which is allocated to program and supporting services based primarily on square footage used for programs activities, and office expenses, which are allocated based on time and effort.

13. Retirement Plan

The Agency maintains a 403(b) plan for its employees. All employees are eligible to contribute to the plan. The Agency does not contribute.

14. Self Insurance

In June 2019, the Agency transitioned to a self-funded, comprehensive medical care benefits program. The cost of medical care is paid out of employee and employer contributions. The Agency has contracted with a third-party administrator to provide administrative services for the health care benefits program. The estimated liability for outstanding claims at June 30, 2020 and 2019 was \$375,000 and \$102,893, respectively.

15. Operating Leases

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expired in October 2019 and was extended for an additional four year period. The leases provide for two, two-year renewal options. The Agency is responsible for all utilities, repairs, maintenance, insurance, and a pro rata share of the real estate taxes and common area costs over a base. The base rent in the renewal period is \$231,315 per annum.

16. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States 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 our operational and financial performance, will depend on certain developments, including the duration and

spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operation is uncertain.

17. Concentrations of Risk

The majority of the Agency's funding and receivables balance at year end is from Medicaid and grants from the State of New Hampshire. As such, the Agency is dependent upon these revenue sources.

18. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

19. Supplemental Disclosure of Cash Flow Information

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 7,058,250	\$ 3,667,467
Restricted Cash	<u>267,451</u>	<u>169,091</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 7,325,701</u>	<u>\$ 3,836,558</u>

20. Subsequent Events

Subsequent events have been evaluated through February 8, 2021, the date the financial statements were available to be issued.

Community Bridges Board of Directors

Effective May 2021

OFFICER	
Name: Phillip Sletten - Member	Title: Chair
Member Since: January 2017	Term Expires: May 2023
	Officer Term Expires: May 2022
OFFICER	
Name: Jennifer S. Pineo - Consumer	Title: Vice Chair
Member Since: October 2016	Term Expires: May 2023
	Officer Term Expires: May 2022
OFFICER	
Name: David Ossoff - Member	Title: Treasurer
Member Since: September, 2011	Term Expires: May 2024
	Officer Term Expires: May 2022
OFFICER	
Name: Elizabeth Bornstein - Consumer	Title: Secretary
Member Since: August, 2013	Term Expires: May 2023
	Officer Term Expires: May 2022
Member	
Name: Stephen Gould - Member	
Member Since: August, 2020	Term Expires: May 2024
Member	
Name: Bradley Hosmer - Member	
Member Since: March, 1997	Term Expires: May 2022
Member	
Name: Mark Manganiello - Member	
Member Since: August, 2020	Term Expires: May 2024
Member	
Name: Betsy McNamara - Consumer	
Member Since: May, 2002	Term Expires: May, 2024
Member	
Name: Kristin Phillips - Consumer	
Member Since: March, 2010	Term Expires: March, 2022
Member	
Name: Lisa Shechter - Member	
Member Since: October, 2019	Term Expires: May 2023
Member	
Name: Glenn Stuart - Consumer	
Member Since: June, 2005	Term Expires: May 2022
Member	
Name: John Taylor - Consumer	
Member Since: December, 2015	Term Expires: May 2022
Member	
Name: Stephany Wilson - Consumer	
Member Since: June, 2015	Term Expires: May 2022
Member	
Name: Ann Potoczak - ex officio	
Member Since: n/a	Term Expires: n/a
Member	
Name: Frank Lossani - ex officio	
Member Since: n/a	Term Expires: n/a

Ann P. Potoczak

Key Qualifications

DHHS System Knowledge
Project Management Skills
Management of Programs
Workforce Development
Budgets
Management Mentoring
Interpersonal/Communication

Professional Experience

Community Bridges
70 Pembroke Road
Concord NH 03301

CEO/President

January 2020 to Present

Executive Director

April 2019 to December 2020

Associate Executive Director

July 2017 to April 2019

Vice President of Community Services

February 2014-July 2017

Provide for administrative oversight of community service programs offered through the agency and contracted provider agency activities that address community services and supports as identified by the Executive Director.

Supervise Directors, providing direction, support, and communicating out strategic goals to meet all community based services with a high level of quality.

Assess on-going operations and identify current and projected interests of those served by the agency to develop plans for improvement and new development. Collaborate with members of the senior management team and the Executive Director to develop and implement projects that strengthen agency capacity to meet our mission.

Works together with other Vice Presidents to meet operational needs.

Provide regular reports to the Executive Director on activities and critical issues facing the organization.

Promote leadership development within the agency and a culture of respect, positive relationship and responsibility.

Provide reports to the board of directors through personal presentations as identified by the Executive Director.

Provide agency oversight in the absence of the Executive Director as assigned.

Director of Community Services

August 2007-February 2014

The Director of Community Services is responsible for assuring the Community Bridges and the regional provider agencies comply with applicable regulations and regional standards of practice and provide supports and services that support all aspects of the agency mission.

Responsible for reviewing support needs assessments and managing the agency waiting list. Assuring that information on eligible applicants for services is evaluated and integrated into agency planning in accordance with Community Bridges policy and regulations.

Provide statistical analysis and recommendations of the agency quality assurance indicators.

Act as the agency HIPAA Compliance Officer as well as the complaint investigator for service related issues.

Provide for daily oversight of program operations for agency functions and provider agency functions that address community services and supports.

Assure that staff, managers and provider agencies protect and demonstrate respect for each person's legal, civil, and human rights.

Provides staff and provider agency trainings, reviews client records and analyzes data to assure with regulations regarding rights, and provides technical assistance to individuals, families, and guardians regarding rights upon request.

Oversee and supervises the Director of Residential and Day Services provided by Community Bridges as well as the Quality Assurance Coordinator

Participates and coordinates projects for the agency as they relate to the individuals who are provided services.

Participate in numerous Statewide Collaborative Projects with the Bureau of Developmental Services and Department of Health and Human Services

Quality Assurance Coordinator

July 2003 – August 2007

Responsible for assuring the Community Bridges and regional provider agencies comply with applicable regulations and provide supports and services that protect and respect individual rights.

Provide statistical analysis and recommendations of the agency quality assurance activities based on indicator.

Other duties included in this position are Complaint investigator, Vendor Liaison, HIPAA Compliance Officer, Coordinator of Self Advocacy Groups, and Management of the Waiting List. All of these activities required reporting to the Chief Operating Officer and Executive Director.

Intake and Waitlist Coordinator

July 2000 -August 2007

Responsible for all aspects of the intake process.

Reviewed the clinical information for eligibility as defined by state standards for the Developmentally Disabled and Acquired Brain Disorders.

Made Eligibility Determinations based on the information provided.

Monitoring the consumer's needs and assisting them with connections to the community until services are developed.

Maintained information for the Awaiting Services List for the Bureau of Developmental Services. Creating reports utilizing ACCESS and EXCEL formats for internal and external tracking.

Director of Service Coordination and Monitoring

July 1997 to June 2000

Responsible for the effective implementation of support services to adults and families from initial eligibility determinations to the creation and monitoring of comprehensive plans of life long support.

Insures that the information on eligible applicants for service is integrated into agency strategic planning and assist in service development strategies.

Oversee all case management and family support departments' clinical and fiscal activities and monitor that they remain flexible and responsive to the changing individual needs of the consumers.

Provide liaison functions with external community organizations to promote the interests of quality case management and the overall mission of the agency. Oversee quality enhancement activity, which monitors system outcome measures for consumer's health and safety.

Developed policies and procedures for the departments under my supervision. Designated complaint investigator for consumer rights violations as well as the forensic coordinator for services that fall under legal/court monitoring.

Case Management Supervisor

August 1989 to July 1997

Provided supervision and direction to 8 case managers who monitored and advocated for the developmentally disabled and persons with acquired brain disorders.

Assured services were timely and appropriate based on state standards.

Provided orientation to new case managers and facilitated weekly staff meetings.

Acted as the Area Agency complaint investigator for eligibility determination appeals.

Managed case management emergency funds, oversight of Rep-payee accounts, and maintained fiscal budget expenditures for the department.

Provided management all ISP generated data for tracking and program development.

Case Manager

August 1986 to August 1989

Responsible for coordinating services and providing assistance, advocacy, and crisis intervention to individuals having developmental impairments.

Facilitated the development of Individual Service Plans, monitored progress of goals and advocated on a systems level for program development.

Committee Involvement

- Project manager and Coordinator for Project SEARCH , a collaborative between Concord Hospital, The Concord School district, Vocational Rehabilitation and Community Bridges
- Member of the Statewide Employment Committee to Develop Best Practices
- Member of the design and beta testing for the statewide Waiting List software
- Member of the New Hampshire Brain Injury Provider Council
- Past Member of Collaborative for Elder Service changes in Merrimack County
- Past Member of Police/Court Committee covering Merrimack County
- Board member for the Concord American Little League 1997-2002
- Member of task force to seek better collaboration among agencies providing Parenting Skills
- Involvement in DUCK database design for the New Hampshire Developmental Service System

Education

BACHELOR OF SCIENCE DEGREE December 1982
Bridgewater State College, Bridgewater MA.
Major - Physical Education; concentration Motor Development
Massachusetts Teaching Certification K-8
Minor - Psychology

Computer Skills and Trainings: Outlook, Access, Excel, MSWORD, Mindjet Project Manager, Person Centered Thinking, Futures Planning

Achievements and Awards:
1999 Recipient of the Noyes Award for Leadership

Active participant in the Agencies activity and award of The Council on Quality Accreditation

Initiated and completed a One Million Dollar construction project for the agencies START Center (Systemic Therapeutic Assessment, Respite and Treatment Center)

Provide over site and Supervision for the initial START Center program

FRANK J. LOSSANI**CAREER PROFILE**

Experienced **Chief Financial Officer/Director of Finance & Operations** serving non-profit organizations, working the last ten years supporting people with developmental disabilities. Direct leadership and management of Finance and Operations to include: Accounting, Finance, Audit, Internal Controls, Bond Financing, Treasury, UFR & Tax Reporting, Investments, Board Documentation & Planning, Risk Management, Information Technology, Human Resources, Capital Campaigns & Development, Grants Management, Safety, Security, Facilities, Building Construction & Renovations, Purchasing, Fleet and Food Services. Strengths include:

- Effective leader using a combination of management skills, high-energy enthusiasm and exceptional people skills.
- Success tying together Finance and Operations to successfully manage all business and operational functions.

PROFESSIONAL EXPERIENCE

Chief Financial Officer/Vice President **2019 - Present**
Community Bridges – Concord, New Hampshire

Serving as an officer of the corporation, as **Chief Financial Officer/Vice President**, and ex-officio **Member of the Board of Directors**, for Community Bridges, Inc. a, 501(c)(3) private non-profit corporation whose mission is to assure and maintain the integration, growth and interdependence of people with disabilities in their home communities so they have a positive control over the live they have chosen for themselves. Reporting directly to the President/CEO, serving as a key member of the Senior Leadership Team responsible for all aspects of Accounting & Finance, Treasury & Banking, Audit & Internal Controls, Debt Financing, Board Documentation, Contracts, Grants & Reporting, Operational Budgeting, Risk Management, and Medicaid Billings. Manage three direct reports, Assistant Controller – General Accounting, Assistant Controller – Billing Cycle and Business Analyst as they supervise a 10 person Business Office staff.

Finance Director **2018 - 2019**
City of Franklin – New Hampshire

As **Finance Director/Chief Financial Officer**, served the City of Franklin New Hampshire, incorporated in 1895, delivering City services to 8,500 residents through 100 staff, utilizing a \$12,000,000 operating budget. Reporting directly to the City Manager, serving as an active member of a 9-person Senior Leadership Team, with direct supervision of 2 accounting professionals. Major responsibilities and objectives are:

For the City and School District:

- Facilitate, implement and maintain appropriate financial policies and internal control structure,
- Efficiently and accurately process, record and report all of the City's financial activity in accordance with applicable laws, currently accepted governmental accounting promulgation and GAAP principles,
- Complete the timely and accurate preparation of the annual operating budget and monthly financial statements,

For the City:

- Work interactively with as well as provide reliable and relevant reporting to agencies, officials, management, and taxpayers for results that are both informed and in the best interest of the City,
- Supervise the Human Resources/Payroll function,
- Management of City purchasing and all City Grants,
- Negotiate all City contracts and all employee benefits,
- Responsible for the writing and tracking of all Resolution, Ordinances and CAR's (Council Activity Reports),
- Prepare for and complete the annual financial audit with no audit points,
- Manage the ITS function, utilizing an outsourced computer vendor,
- Handle all banking, insurance, audit functions,

Chief Financial Officer/VP of Finance & Operations **2014 - 2018**

Crossroads School – Marlborough, Massachusetts

Served as an officer of the corporation, as **Chief Financial Officer/Vice President of Finance & Operations**, and ex-officio **Member of the Board of Trustees**, for Crossroads School, Inc. a, 501(c)(3) private non-profit corporation whose mission is to provide individualized comprehensive education and related services to students with autism. Reporting directly to the CEO, serving as a key member of the Executive Management Team responsible for all Accounting & Finance, Treasury & Banking, Audit, Internal Controls, Bond Financing, Human Resources, Board Documentation & Planning, Legal, Contracts, Fundraising, Purchasing, Facilities, Fleet, Risk Management, and School Staffing. As Member of the Board, I am responsible for all aspect of Board policy, procedures, attendance, agenda, minutes and legal filings.

Major Accounting/Finance accomplishments at Crossroads are:

- Revamp of the Accounting/Finance Department to include: new staff, software & work flow systems,
- Redesign of accounting software to properly prepare the annual UFR and 990 tax return,
- Monthly general ledger reconciliations to ensure: accurate financial & benchmark reporting,
- 3 Year Financial Plan to include: cash flows & budget projections,
- Accounting Policies & Procedures Manual to include: organization policies & accounting procedures,
- Detailed budget preparation to include: monthly analysis against budget and benchmarking,
- Annual audit & tax return preparation to include: reconciliation schedules and documentation,
- Revamp of the Human Resources Department to include new staff, software and work flow systems,
- Negotiation of all insurances to include: benefits, business insurance & workers compensation,
- Capital Improvements Plan to include: annual capital budgeting with financing options,
- Negotiation of all vendor contracts/services to include: office equipment/supplies, building services, vehicles etc,
- Human Resources Plan to include: Staffing, Compensation, Benefits and Employee Policies & Job Descriptions,
- Board Documentation to include: By-laws, Orientation Manual, Policies, Minutes & Motions,
- Strategic Plan covering 3 years and included: staff and financial modeling,
- Risk Management Plan/Workers' Compensation Plan to include: active safety committee with reduced issues,
- Purchase of a 40,000 square foot building on 7.3 acres of land. The interior of the building was a complete renovation to include all new furniture, fixtures and computers. The project was fully financed utilizing tax-exempt bond financing.

Chief Financial Officer/Vice President of Finance & Administration

2007 - 2014

Spaulding Youth Center – Northfield, New Hampshire

Served as an officer of the corporation, as **Chief Financial Officer** for Spaulding Youth Center and **Vice President** of Spaulding Youth Center Foundation, a residential and academic developmental 501(c)(3) non-profit corporation, helping children with autism and other disabilities. Reporting directly to the CEO, as a key member of the Executive Management Team responsible for all aspects of daily business and program operations. Staff liaison to the Finance, Building, Strategic Planning, Physical Plant & Natural Resources, Human Resources and Guiding Committees of the Board of Trustees of an organization comprising of a \$13 million operating budget, serving approximately 150 students yearly utilizing 160 FTE's located on a 500-acre campus. Leader of an 8-member Administrative Management Team guiding all aspects of administration which includes Accounting & Finance, Banking & Treasury, Board Planning, Human Resources, Information Technology, Facilities & Fleet, Purchasing, Food Services, and Risk Management and Workers' Compensation. Key member of a building committee responsible for all aspects of the completed construction of a new 24,000 square foot education facility with renovations to existing structures.

I am most proud of my role in the development of the following plans and projects that helped shape Spaulding's future:

- Financial Plan (including Cash Flows and Budget Projections)
- Capital Improvements Plan (including Financing Options)
- Human Resources Plan (including Staffing, Compensation, Benefits, and re-write of the Employee Policy Manual)

- Accounting Policies and Procedures Manual (heavy emphasis on Internal Controls)
- Strategic Plan
- Purchasing Plan
- Communications and Marketing Plan
- Enrollment Plan
- Development Plan
- Risk Management Plan (Workers' Compensation)
- Construction & financing of a 24,000 square foot educational facility

CFO/COO (Self-Employed)**2000 - 2007****Applied Administrative Services – Concord, New Hampshire**

Represented the following organizations in the areas of general business operations, to include: accounting, finance, internal controls, human resources, business development, computer operations, facilities management, marketing, business & strategic plans, operational efficiencies, fundraising, staff management, and long-range business analysis.

Non-profit Clients: St. Paul's School – Private Boarding High School, Second Start – Social Services Specialty School, Endowment for Human Development - Scientific & Educational Training, Helping Hands Outreach Center – After Treatment Safe-House, New Hampshire Bar Foundation – Membership Foundation, New Hampshire Bar Association – Member Association, Avis Goodwin – Community Health Center, New Hampshire Prison Ministries – Christian Missionary, West Central Behavioral Health – Mental Health Agency, Audubon Society of NH – Membership

For-profit Clients: Alpha Power Solutions – Installation & Service of Generators, Cornerstone Development – Retail Convenience Store, ANDCI – Construction Contractor, Peregrine Design - Marketing, Communications & Website Design, Houlahan's – Furniture Craftsman, Claudia's – Hairdresser, The Software Factory – Software Developer, L & B Tailoring - Tailor, Borofsky, Amodeo-Vickery & Bandazian – Law Firm, Image Control – Marketing, Communications & Website Design

CFO/Associate Executive Director of Finance & Administration**1991 - 2000****New Hampshire Bar Association – Concord, New Hampshire**

Reported to the Executive Director and acted as liaison to the Finance Committee of the Board of Governors. As a key member of the Executive Management Team, directed all financial and administrative aspects of an organization comprising of a \$2 million operating budget with 6,000 members and 23 FTE's located at a centralized office. Key member of a 5-person Senior Management Team charged with all day-to-day operations to include staff utilization, program management, marketing, human resources and policy setting. Direct supervision of a staff of 4, which included a Director of Accounting, Director of Information Services, Webmaster and Purchasing Agent. I played an active role in the following organizations as they related to the NH Bar: Pro Bono Referral Service; Lawyer Referral Service; Legal Advice & Referral Center; NH Legal Assistance; NH Bar Foundation; NH Clients Indemnity Fund

EDUCATION
New England College – Henniker New Hampshire

B.A. in Business Administration – Expected Graduation Date: Summer 2023

Montgomery College – Rockville Maryland

Undergraduate studies in Accounting, Finance, Economics & Business



Connecting Individuals with Disabilities to Their Community

COMMUNITY BRIDGES

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ann Potoczak	President/CEO	\$163,000	100%	\$163,000
Frank Lossani	CFO	\$120,000	100%	\$120,000

Subject: Area Agency (SS-2022-BDS-01-AREAA-10)

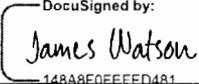
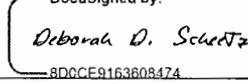
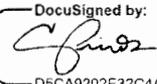
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire 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 Atkinson, NH 03811	
1.5 Contractor Phone Number (603) 893-1299	1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$9,105,482
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/10/2021 <small>148A8E0EEFED481</small>		1.12 Name and Title of Contractor Signatory James Watson President, BOD	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021 <small>8D0CE9163808474</small>		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Servic	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/2021 <small>D5CA9202E32C4AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

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Date 6/10/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503; or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder, or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:
 - 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;

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- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.
 - 1.8.3. Services made available to the individual.
 - 1.8.4. Services actually provided to the individual.

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1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers, in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.
- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:

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- 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
- 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.
- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.

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- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 520 children are served in State Fiscal Year (SFY) 2022 and 520 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.
- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:



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- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
- 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
 - 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
 - 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed



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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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9.5.4.1. ServiceLink.

9.5.4.2. Area Agencies.

9.5.4.3. The Department.

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

9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.

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

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

10. Room and Board

10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.

10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.

10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.

10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.

10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. Statewide Supports for the Family Support Conference, People First and Training Initiatives

11.1. The Contractor shall coordinate and support the annual Family Support Conference.

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- 11.2. The Contractor shall designate a Coordinator of the Conference who works in concert with the Family Support Conference Committee. The Contractor shall ensure the Coordinator:
- 11.2.1. Convenes a Family Support Conference Committee to advise and inform conference planning.
 - 11.2.2. Ensures a minimum of 50% of Committee members are individuals and/or family members currently receiving family support through an Area Agency.
 - 11.2.3. Ensures committee members represent the State's diversity.
 - 11.2.4. Provides written conference updates to the Department on a monthly basis, which may consist of meeting notes.
- 11.3. The Contractor shall provide support to People First of New Hampshire, by serving as the Fiscal Agent.
- 11.4. The Contractor shall coordinate and support statewide Training Initiatives, including but not limited to IDEA Part C Training Initiatives.
- 11.5. The Contractor shall provide a work plan for each activity in this Section within 30 days of the contract effective date. The Contractor shall ensure the work plan includes, but is not limited to:
- 11.5.1. Activities to be completed.
 - 11.5.2. Date the activities are to be completed.
 - 11.5.3. Identification of the individual responsible for completing the activities.
- 11.6. The Contractor shall submit quarterly reports for each submitted work plan, which includes, but is not limited to:
- 11.6.1. Progress of activities in process.
 - 11.6.2. Identification of activities completed.
 - 11.6.3. Plan for activities to be completed in the following quarter.
 - 11.6.4. Identification of barriers experienced last quarter.
 - 11.6.5. Recommended solutions for mitigating barriers in future quarters.
- 11.7. The Contractor shall reimburse Community Support Network, Inc. (CSNI) for actual expenditures incurred for services provided in collaboration with agencies. The Contractor shall ensure services include, but are not limited to:
- 11.7.1. National Core Indicators (NCI) Interviews.
 - 11.7.2. Budget Tracking System (BTS) maintenance.
 - 11.7.3. Continuing Education.

12. File Reviews and Audits

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12.1. Service File Reviews

12.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

12.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.

12.1.1.2. Required contact notes and/or progress notes are complete.

12.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:

12.1.1.3.1. Driving records.

12.1.1.3.2. Background checks.

12.1.1.3.3. Office of Inspector General (OIG) database checks.

12.1.1.3.4. Training requirements.

12.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

12.2. Governance Audit

12.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:

12.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.

12.2.1.2. Executive Director qualifications.

12.2.1.3. Area and/or Strategic Plan development and ongoing assessment.

12.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.

12.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.

12.2.1.6. Communication strategy.

12.2.1.7. Quality assurance activities and training.

12.2.1.8. Subcontracting agreements.

12.2.1.9. Plan of correction from last redesignation, if applicable



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- 12.2.1.10. Sentinel event policy and documentation.
- 12.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
- 12.2.1.12. Proof of Limited English Proficiency (LEP) policy.
- 12.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 12.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 12.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 12.2.1.16. Formal agreement between the Contractor and the FSC.
- 12.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

12.3. Redesignation Review

- 12.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 12.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 12.3.2.1. Governance Audit.
 - 12.3.2.2. Financial Condition with 5-year trend analysis.
 - 12.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 12.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 12.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 12.3.2.6. Summary of Employment Supports for Individuals.
 - 12.3.2.7. Service File Review findings.
 - 12.3.2.8. Summary of stakeholder engagement.

13. Complaint Investigation

- 13.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 13.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 13.2.1. Complying with the recommendations in each Complaint Report;

^{DS}
[Signature]

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- 13.2.2. Retaining documentation of compliance; and
- 13.2.3. Sharing documentation, as requested by the Department.
- 13.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 13.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

14. Data Systems

14.1. Employment Data System

- 14.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 14.1.2. The Contractor shall ensure data includes, but is not limited to:
 - 14.1.2.1. Job end date.
 - 14.1.2.2. Changes in hours worked.
 - 14.1.2.3. Changes in wages earned.
- 14.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

14.2. Service Activity System

- 14.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.
- 14.2.2. The Contractor shall ensure data includes:
 - 14.2.2.1. Complete intake processing;
 - 14.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;
 - 14.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;
 - 14.2.2.4. Indication of when an individual received services if services are non-billable; and
 - 14.2.2.5. Accurate and non-duplicative data.

15. Criminal Background and State Registry Checks

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15.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

16. Confidentiality

16.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

17. Maintenance of Fiscal Integrity:

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

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

17.2.1. Days of Cash on Hand:

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

17.2.2. Current Ratio:

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

17.2.3. Debt Service Coverage Ratio:

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

17.2.4. Net Assets to Total Assets:

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

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

- 17.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 17.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 17.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

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- 17.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.
- 17.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 17.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 17.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 17.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 17.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 17.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:

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- 17.2.11.2. Requests shall be made in writing;
- 17.2.11.3. Requests shall be sent to the director or designee;
- 17.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and
- 17.2.11.5. Requests shall include the following:
 - 17.2.11.6. Contact information;
 - 17.2.11.7. Reason for requesting the extension; and
 - 17.2.11.8. New requested deadline.
- 17.2.11.9. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

18. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

- 18.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."
- 18.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 18.3. The Contactor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
 - 18.3.1. Identification of Designated Area Agency Delivery System functions;
 - 18.3.2. Rate modeling, analysis and development; and

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18.3.3. Related committee work.

19. Exhibits Incorporated

- 19.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 19.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

20. Performance Measures

- 20.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 20.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 20.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

21. Additional Terms

21.1. Impacts Resulting from Court Orders or Legislative Changes

- 21.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

21.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 21.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

21.3. Credits and Copyright Ownership

- 21.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

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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.”

- 21.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 21.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 21.3.3.1. Brochures.
 - 21.3.3.2. Resource directories.
 - 21.3.3.3. Protocols or guidelines.
 - 21.3.3.4. Posters.
 - 21.3.3.5. Reports.
- 21.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

21.4. Operation of Facilities: Compliance with Laws and Regulations

- 21.4.1. 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 Agreement 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.



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22. Records

22.1. The Contractor shall keep records that include, but are not limited to:

22.1.1. Books, records, documents and other electronic or physical 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.

22.1.2. All records must 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.

22.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

22.1.4. Medical records on each patient/recipient of services.

22.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$3,000.**

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT C

6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**

- 6.1. The Contractor shall seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.
- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

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

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$72,851.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
- 9. Statewide Supports for the Family Support Conference, People First and Training Initiatives**
- 9.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 13, Statewide Supports for the Family Support Conference, People First and Training Initiatives.
- 9.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 9.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$60,000** for expenses identified in Table 1, Authorized Expenses, below.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

10. Agreement with Community Support Network Inc. (CSNI)

10.1. National core Indicators (NCI) interviews:

10.1.1. The Contractor shall reimburse the Community Support Network Inc. (CSNI) for actual expenditures incurred from conducting 400 in person interviews every other year at the reimbursable cost of \$140 per interview with a \$35 per cancellation fee. Cancellation fees are approximately \$2,000 per year on average. The total all-inclusive cost is \$60,000.

10.1.2. The Contractor shall reimburse CSNI actual expenditures incurred from distributing a paper survey, on the odd years, to family and/or guardians to complete. The cost shall not exceed \$7,000 for data entry, prep work and state work plan. Postage is charged to the Area Agencies.

10.2. Budget Tracking System (BTS):

10.2.1. The Contractor shall reimburse CSNI for actual expenditures incurred as a result of BTS maintenance that is shared equally between both the Bureau of Developmental Services (BDS) and CSNI.

10.3. Continuing Education:

10.3.1. The Contractor shall reimburse CSNI for actual expenditures to provide for a National Association of Direct Support Professionals (NADSP) membership to the ten area agencies. Membership dues vary depending on the number of Direct Support Professionals (DSP) employed at each Area Agency. The Contractor will negotiate these rates and provide funding to the Area Agency to secure the NADSP membership, which is intended to strengthen the development of the DSP workforce within the Region.

10.3.2. The Contractor shall reimburse CSNI for actual expenditures to conduct a pilot program with interested Area Agency/Agencies to implement the DSP certification program that is available through NADSP, which makes available a certification level 1, 2 or 3 for DSPs within that region.

10.3.3. The Contractor shall reimburse CSNI for actual expenditures to phase out the previous practice of funding the continuing education assistance for agency employees to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system. This program will sunset after this contract cycle.

10.3.4. The Contractor shall comply with, and insure that CSNI complies with, the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

Table 1, Authorized Expenses			
Payee	Purpose	Total Cost for SFY22	Total Cost for SFY23
Training, Family Support Conference, People First of NH			
CSNI	Statewide Training Initiatives	\$ 765.00	\$ 765.00
Elizabeth Webster	Police Academy Training	\$ 1,765.00	\$ 1,765.00
Erin Gasper (CSNI)	Relias Annual Conference	\$ 1,270.00	\$ 1,270.00
People First of NH	Annual Expenses	\$ 9,000.00	\$ 9,000.00
Region 10	Family Support Conference – 1 full time position	\$ 40,000.00	\$ 40,000.00
Region 10	Fiscal Agent Function	\$ 7,200.00	\$ 7,200.00
Sub-Total:		\$ 60,000.00	\$ 60,000.00
CSNI	National Core Indicators (NCI) Interviews	\$ 60,000.00	\$ 7,000.00
CSNI	Budget Tracking System (BTS) maintenance.	\$ 10,500.00	\$ 10,500.00
CSNI	Continuing Education	\$ 74,890.00	\$ 74,890.00
Sub-Total:		\$ 145,390.00	\$ 92,390.00
Total:		\$ 205,390.00	\$ 152,390.00

11. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 10 above

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

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

11.1.2. After the initial payment in Section 11.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

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

11.1.4. The State may withhold, in whole or in part, any contract payment for the

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

11.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.

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

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

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

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

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

12. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.

12.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

13. Billing for Services covered under Medicaid

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

13.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

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

15. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

16. Audits

16.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

16.3. If Condition B or Condition C exists, the Contractor shall submit an annual

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

- 16.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 16.5. 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.



**New Hampshire Department of Health and Human Services
Exhibit D**

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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New Hampshire Department of Health and Human Services
Exhibit D

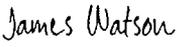
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

6/10/2021
Date

DocuSigned by:

 Name: James Watson
 Title: President, BOD

Vendor Initials 
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit E

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

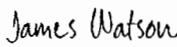
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/10/2021
Date

DocuSigned by:

 Name: James Watson
 Title: President, BOD

Vendor Initials 
 Date 6/10/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

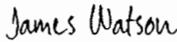
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/10/2021

Date

DocuSigned by:


 Name: James Watson
 Title: President, BOD

Contractor Initials 
 Date 6/10/2021



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name:

6/10/2021

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/10/2021
Date

DocuSigned by:
James Watson
Name: James watson
Title: President, BOD



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Contractor Initials

6/10/2021
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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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 Associate

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Contractor Initials

Date 6/10/2021



New Hampshire Department of Health and Human Services

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.

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New Hampshire Department of Health and Human Services

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

Community Crossroads, INC.

The State

Name of the Contractor

Deborah D. Scheetz

James Watson

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

James Watson

Name of Authorized Representative

Name of Authorized Representative

Director Division of Long Term Supports and Services

President, BOD

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/10/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

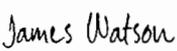
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/10/2021

Date

DocuSigned by:

 Name: James Watson
 Title: President, BOD



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 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: _____

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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

State of New Hampshire

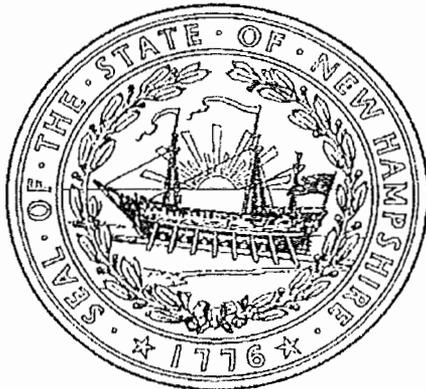
Department of State

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, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, John Debaun, 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 Board President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of June 10, 2021.

4. James Watson is the Board President of the Agency.

John B. DeBaun
(Signature of the Board Treasurer)

STATE OF NEW HAMPSHIRE

County of Frothingham

The forgoing instrument was acknowledged before me this 10th day of June, 2021.

By John DeBaun
Name of Elected Officer of the Agency

Elaine Christine Roy
Notary Public

(NOTARY SEAL)

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

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

Mission

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support, and advocacy they need to remain in their chosen homes and live full, independent lives.

Vision For Those We Serve

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness.

We envision a day when they will live full independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction.
2. A wide range of choices and the ability to determine how to live their lives.
3. Strong, healthy relationships with family and friends.
4. A safe and stable home to live in as long as they choose.
5. Meaningful employment and a livable wage during their working years.
6. A broader community that recognizes their individuality, gifts and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

Guiding Principles

We believe that those we serve:

1. Should have a broad range of choices.
2. Can and should direct their lives. We provide present options and link them to supports, but they are the “drivers.”
3. Need and deserved natural systems of support and relationships.
4. Have needs that will change over the course of their lives.
5. Thrive best when they are fully included in their communities and live in non-institutional settings.

We believe that in order to achieve our mission we must:

1. Respect the uniqueness of every person and family.
2. Truly listen to those we serve.
3. Provide flexible, person-centered support.
4. Use data to improve the quality of our services.
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve.
6. Always advocate for the full civil rights of those we serve.

Financial Statements

COMMUNITY CROSSROADS, INC.

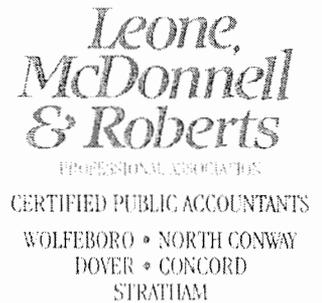
**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT**

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



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>ASSETS</u>	
	<u>2020</u>	<u>2019</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>
Total support and revenues		
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	\$ -	\$ 15,641,198	\$ -	\$ 19,286,892	\$ -	\$ 19,286,892	\$ -	\$ -	\$ 19,286,892
Salaries, wages, benefits and taxes	1,326,040	350,286	-	57,014	-	-	832,814	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	113,397	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

Less current portion (44,876) (38,225)

\$ 923,506 \$ 645,135

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

Year Ended	Amount
<u>June 30</u>	<u>Amount</u>
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	595,298	-	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	\$ 31,894,656

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	\$ 4,195,019	\$ -	\$ 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	\$ <u>795,064</u>
Total U.S. Department of the Treasury				\$ <u>795,064</u>
<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	\$ <u>254,642</u>
Total U.S. Department of Education				\$ <u>254,642</u>
<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	\$ <u>39,166</u>
Total U.S. Department of Health & Human Services				\$ <u>39,166</u>
TOTAL				\$ <u>1,088,872</u>

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

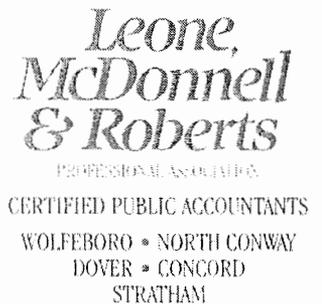
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Crossroads, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of 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.



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

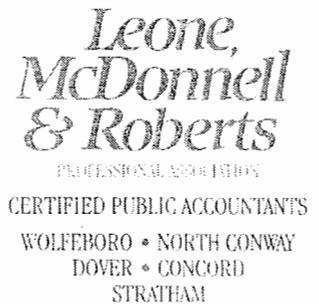
Community Crossroads, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Crossroads, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, 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

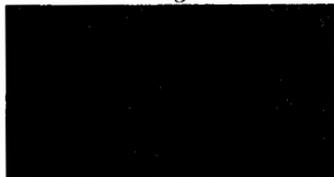
Community Crossroads Board of Directors

James Watson (Consumer) President



Town Represented: Derry

Connie Young



Town Represented: Salem

4/7/21



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 \$21 million, serving 950 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Expanded mission by developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders. Developed pilot site for "No Wrong Door" in conjunction with local ADRC.

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

State 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- 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
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- NH Quality Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of documentary film "Lost in Laconia"
- Membership on various Legislative Study Committees
- Rockingham Service Link Advisory Board
- Endowment for Health Elder Health Advisory Council

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 of Directors, 1995 – 2002 (Vice-President 1997 – 1999) (President 1999 – 2000)

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

TANYA L. HART NEWKIRK

WORK SUMMARY

COMMUNITY CROSSROADS – ATKINSON, NH – JULY 2020 – CURRENT

CHIEF FINANCIAL OFFICER

- Monitor and Review accounting records for A/P, A/R, Cash, Payroll and accounting systems
- Financial Analysis reporting and recommendations to President/CEO and Finance Committee
- Monitor and Review financial reports for contractors and assist in their compliance with state regulation including Annual Vendor Contracts and Funding Agreements
- Maintain and develop processes and procedures for the Finance Department
- Review Business Operating systems and recommend and implement upgrades
- Work Collaboratively with outside agencies such as DHHS, Department of MH, and BDS
- Oversee annual operating budget
- Responsible for audits, taxes and other corporate needs including Uniform Guidance Audits, Annual Audits and Retirement Plan (403B)
- Work closely with agency departments to assure access to benefits is maintained
 - Complete Prior Authorizations and Updating Systems
- Provide oversight for business office and Rep Payee staff

NEW HAMPSHIRE SPCA – STRATHAM, NH – FEBRUARY 2019 – AUGUST 2020

Director of Administration and Programming

- Maintain and develop agency policies and procedures (SOP's)
- Fiscal budget planning for departments.
 - Created tracking systems for individual programs to strategize increasing revenue and decreasing expenses
- Planning, coordinating, and organizing special projects
- Responsible for Human Resources function for the agency including:
 - Completed a project updating and streamlining HR onboarding/offboarding process.
 - Established EAP program and first ever employee benefits fair.
- Manage all aspects of agency network and information management systems.
- Planned, designed, and completed replacement of all networking equipment, PC's, and VoIP phone system, including RFP process and proposals.
- Oversee and manage Learning Center programming including Humane Education and Behavior & Training Department.
- Provide supervision to administrative, business, and programming staff
- Member of Senior Leadership Team
- Represent the NHSPCA on several internal/external committees including NHDART (Statewide Disaster Response), Safety Committee and Chair of Employee Enrichment Committee.

TANYA L. HART NEWKIRK

ONE SKY COMMUNITY SERVICES - PORTSMOUTH, NH - SEPTEMBER 2010 – FEBRUARY 2019

Associate Director of Operations, May 2017 – February 2019

- Responsible for ensuring accurate completion PA Process and all Program Budgets.
- Assist in strategic planning, meeting agency goals and initiatives.
- Project Manager assigned to create and oversee the implementation of the agency's first cloud-based case management system
- Direct special projects related to the financial management of several expense and revenue generating activities (SSL, PDMS, Respite, Waitlist)
- Create and review annual vendor contracts
- Develop and design agency process and procedures increasing efficiency across multiple departments.
- Creation and Implementation of Internal and External Processes to maximize efficiency and effectiveness
- Provide Oversight and Supervision of Rep Payee Department and Director of Benefits and staff as well as Provide Oversight and Supervision of Intake Coordinator and all services related Early Support Services, Transfers, and Intake Procedures
- Represents agency on various local and state committees (ESS, NH CarePath, SMS, BDS IT Group, etc.)
- Interview, Hire, Train and oversee new staff. Review and Approve staff timecards
- Creation and Implementation of many special events including, Employee Retreats, Client Events, Staff Events

PDMS Account Manager, Adult Services Supervisor – October 2012 – April 2017

- Complete coordination of all aspects of services for individuals with intellectual disabilities utilizing the ABD (Acquired Brain Disorder) and CCW (Community Care Waiver) programs.
- Account Manager for 100+ individual Person Developed and Managed Services (PDMS) budgets totaling between \$4-\$5 million.
- Fiscal responsibilities of reconciling monthly family budget reports as well as year-end processing.
- Responsible for initiating all payables and securing documentation to allowing billing to Medicaid for reimbursement for approved services.
- Supervision and training of PDMS Service Coordinators
- Onboarding of all new PDMS Service Coordinators
- Program and material development for new programs and ongoing presentations aimed at education
- LEAN Greenbelt Training
- Provide Rep Payee services for clients including troubleshooting Medicaid, Medicare, and Social Security Benefits.

Service Coordinator - September 2010 – September 2011

- Complete coordination of all aspects of services for individuals with intellectual disabilities utilizing the ABD (Acquired Brain Disorder) and CCW (Community Care Waiver) programs.

TANYA L. HART NEWKIRK

VOLUNTEERS OF AMERICA – MAINE AND COLORADO, 2002 – 2007

Case Manager Maine Correctional Center Windham, ME - April 2007 - June 2008

Youth Services Coordinator, Bannock Youth Center, Denver, CO - June 2006 – December 2006

Case Manager - Day Reporting Center, Lewiston, ME - March 2002 – February 2006

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

Master's in Business Administration, 2017

HESSER COLLEGE

Bachelor of Science in Accounting, 2010

Associate in Accounting, 2009

Elaine Christine Roy

e-mail: [REDACTED]

SUMMARY

- Extensive Management Experience
- Outstanding Interpersonal Abilities
- Proven Leadership Skills
- Comprehensive Business Management Experience
- Superior Communication, Interpersonal and Problem Solving Skills

PROFILE

I am an enthusiastic team player eager to accept new responsibilities. I have a natural ability to communicate well with people, possess keen attention to detail and follow through and a proven track record of professional success utilizing my extensive business background combined with outstanding work ethics and core values.

QUALIFICATIONS

- Management/Supervision
- Training
- Business Operations
- Development
- Public Relations
- Computer/MIS experience
- Conflict Resolution Skills
- Fundraising
- Human Resources
- Community Volunteer
- Contract Negotiations
- Managed Care/Insurance
- Marketing/Promotions
- Property Management
- Owned Small Business

EXPERIENCE

Associate Director Region 10 Community Support Services Inc, Atkinson, NH	1989-Present
Engineering Department Manager Lewis Builders, Inc, Atkinson, NH	1987-1989
Planning & Building Manager Town of Atkinson, Atkinson, NH	1986-1987
Owner/Manager Stockton Pump & Drilling Company, El Cajon, CA	1980-1986

EDUCATION

Daniel Webster College, Nashua, NH	MSCE (Microsoft Certified Engineer-NT)
San Diego State University, San Diego, CA	Business Administration
Grossmont College, El Cajon, CA	Business Administration

REFERENCES

Business and Personal Recommendations Available On Request

Kelly A. Judson

Objective: To obtain a position in human services that promotes my supervisory and organizational skills in a challenging setting.

Education/Courses:

1987 Timberlane Regional High School
1987-1988 University of New Hampshire, Psychology courses

Employment:

1/6/97-present The Arc of Northern Essex County, Inc.
 4 Summer Street Room 6
 Haverhill, MA 01830

Family Services Coordinator: Responsible for providing advocacy for individuals with disabilities and their families.

Responsibilities: Assisting individuals in interpretation/implementation of the state and federal Special Education Regulations. Serving as a liason between thirteen communities/school systems and area vendors and agencies. Assisting families in attaining benefits and services as well as assisting with fundraising and ongoing leisure activities.

10/93-12/12/96 Crotched Mountain Residential Services, Inc.
 Brookstone Park, #16, Rte. 111, Suite 3
 Derry, NH 03038

Program Manager: Responsible for the daily operation/management of two residential programs, one individualized day program and the direct formal supervision of ten staff.

Responsibilities: Programmatic duties include participating in Quality Assurance reviews, annual state certification review, serve as a liaison between the guardian/area agency/day programs and staff, monitoring and directing the services provided, monitoring ISP objectives, completing quarterly and monthly progress reports, completing functional skills assessment and safety skills assessments, coordinating/assisting residents in medical services and appointments, providing direct care, supervising and administering medication treatment regimen, medical administration.

Supervisory duties include weekly and monthly scheduling/filling vacant shifts, interviewing prospective new employees, formal weekly supervision, conducting weekly staff meetings, orientation of new employees to the agency and programs, completing criteria based performance evaluations, and served as member of the critical relief team.

Community relation duties includes working with and educating local community resources (ie: banks, shop keepers, etc.) and municipal service providers (ie: fire department etc) regarding the unique needs of the individuals that we service, and more importantly, the similarities. Developed, educated, and supported volunteer community members and assisted in establishing long term relationships with the individuals served. Also served and chairperson for two years on annual fundraiser to directly benefit the individuals that we service.

9/89-10/93

Crotched Mountain Residential Services, Inc.
10 Bricketts Mill Road, Hampstead NH 03841

Permanent House Manager/Program Director:
Responsibilities include managing and supervising one residential program.

Responsibilities: Includes direct care, community involvement and activities, teaching ISP objectives, assistance and teaching with daily living skills, supervising a staff of four, managing ISP programs, monthly and quarterly progress report on ISP objectives, coordinating and assisting residents with medical services and care. Duties also include managing medication administration, conducting staff meetings, weekly and monthly scheduling, completing performance reviews, and responsible to oversee household accounts.

8/86-9/89

Crotched Mountain Residential Services, Inc.
PO Box 712, Plaistow, NH 03865

Residential Counselor: Responsibilities include direct services to the residents. Duties were inclusive of completing ISP objectives, community outings and scheduling of community activities. Teaching and training daily living skills and ISP objectives. Also served as temporary House Manager for four months. During that period, responsibilities included ensuring the daily operation of the program met state and agency requirements. Managed a staff of four, completed weekly and monthly schedule, and monitored all services provided.

3/84-8/86

New Hampshire Residential Program, Inc.
Windham, NH 03087

Residential Counselor: Responsibilities included direct care, providing assistance with daily living skills, assisting residents with community outings/involvement, completed ISP objectives and monitored the household accounts.

Certifications:

Standard First Aid Instructor
NH Medication Administration
MA Medication Administration
Non-Violent Crisis Prevention Intervention

Training's:

Social Role Valorization
Defensive Driving
Frontline Leadership: Zenger Miller Management Training
Total Quality Management/Continuous Quality Improvement
Standard First Aid Instructors Course (teach approx. 50 people per year)
Formal Behavioral Training's
Technical training's (listing furnished upon request)
Varlous Management training's

Memberships:

Presidents Forum (appointed to committee that serves as an advisory committee to the President of the Foundation. Appointed by the President to represent subsidiary in reference to employee issues.)

Committee Appointments:

Employee Publication Committee
Staff Development Committee
Quality of Life Circle
Safety Committee
Fundraising Committee
Project Connect
Merrimack Valley Aging and Diasabled Coalition

References:

References provided upon request.

Key Administrative Personnel

Vendor Name Community Crossroads, Inc.
Name of Program Development and Acquired Brain Disorder Services

Name	Title	Salary	
Dennis Powers	CEO/President	\$ 155,000	1.50%
Cynthia Mahar	Executive Director	\$ 113,344	1.50%
Tanya Hart Newkirk	CFO	\$ 100,000	1.50%
Chris Roy	Director Business Administration and HR	\$ 107,999	1.50%
Kelly Judson	Director of Community Services	\$ 80,379	1.50%

Subject: Area Agency (SS-2022-BDS-01-AREAA-02)

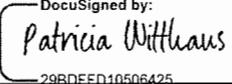
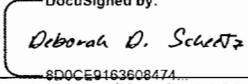
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Developmental Services of Sullivan County		1.4 Contractor Address 654 Main Street Claremont, NH 03743	
1.5 Contractor Phone Number (603) 504-1547	1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000.	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$6,435,632
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Patricia Witthaus Date: 6/11/2021 <small>29BDEFD10506425</small>		1.12 Name and Title of Contractor Signatory Patricia Witthaus vice chair	
1.13 State Agency Signature DocuSigned by:  Deborah D. Scheetz Date: 6/11/2021 <small>8D0CE9163608474</small>		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/11/2021 <small>D5CA9202E93C4AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

PW

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

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Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;
or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

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- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.

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- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

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- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
 - 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
 - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.

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- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 175 children are served in State Fiscal Year (SFY) 2022 and 175 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.

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- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
 - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
- 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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- 9.5.4.1. ServiceLink.
- 9.5.4.2. Area Agencies.
- 9.5.4.3. The Department.
- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

10. Room and Board

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.
- 10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. File Reviews and Audits

11.1. Service File Reviews

- 11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 11.1.1.3.1. Driving records.
 - 11.1.1.3.2. Background checks.
 - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

11.2. Governance Audit

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 11.2.1.2. Executive Director qualifications.
 - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 11.2.1.6. Communication strategy.
 - 11.2.1.7. Quality assurance activities and training.
 - 11.2.1.8. Subcontracting agreements.
 - 11.2.1.9. Plan of correction from last redesignation, if applicable.
 - 11.2.1.10. Sentinel event policy and documentation.
 - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

11.3. Redesignation Review

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 11.3.2.1. Governance Audit.
 - 11.3.2.2. Financial Condition with 5-year trend analysis.
 - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 11.3.2.6. Summary of Employment Supports for Individuals.
 - 11.3.2.7. Service File Review findings.
 - 11.3.2.8. Summary of stakeholder engagement.

12. Complaint Investigation

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 12.2.1. Complying with the recommendations in each Complaint Report;
 - 12.2.2. Retaining documentation of compliance; and
 - 12.2.3. Sharing documentation, as requested by the Department.

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- 12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual served through this Agreement.
- 12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

13. Data Systems

13.1. Employment Data System

13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.

13.1.2. The Contractor shall ensure data includes, but is not limited to:

13.1.2.1. Job end date.

13.1.2.2. Changes in hours worked.

13.1.2.3. Changes in wages earned.

13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

13.2. Service Activity System

13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.

13.2.2. The Contractor shall ensure data includes:

13.2.2.1. Complete intake processing;

13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;

13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;

13.2.2.4. Indication of when an individual received services if services are non-billable; and

13.2.2.5. Accurate and non-duplicative data.

14. Criminal Background and State Registry Checks

14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

15. Confidentiality

15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

16. Maintenance of Fiscal Integrity:

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

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

16.2.1. Days of Cash on Hand:

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

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

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

16.2.4. Net Assets to Total Assets:

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

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

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and

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2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
 - 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
 - 16.2.11.2. Requests shall be made in writing;
 - 16.2.11.3. Requests shall be sent to the director or designee;

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

16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

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

17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."

17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.

17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:

17.3.1. Identification of Designated Area Agency Delivery System functions;

17.3.2. Rate modeling, analysis and development; and

17.3.3. Related committee work.

18. Exhibits Incorporated

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Performance Measures

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

20.3. Credits and Copyright Ownership

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

20.4. Operation of Facilities: Compliance with Laws and Regulations

- 20.4.1. 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 Agreement 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.

21. Records

- 21.1. The Contractor shall keep records that include, but are not limited to:
 - 21.1.1. Books, records, documents and other electronic or physical 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.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$1,500**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family Centered

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Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$109,219.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

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- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
- 9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above**
- 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
- 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and

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financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
 - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
 - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
 - 9.3. The Department reserves the right withhold 3% of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
 - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
 - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
10. **Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be

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allocated by source strictly in accordance with the approved budget.

11. Billing for Services covered under Medicaid

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

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

12. 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.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than \$250,000, from

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the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 14.5. 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.



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Exhibit D

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
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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.

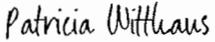
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

6/11/2021

Date

DocuSigned by:

 Name: Patricia Witthaus
 Title: vice chair



New Hampshire Department of Health and Human Services
Exhibit E

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:

6/11/2021

Date

DocuSigned by:

Patricia Witthaus

Name: Patricia witthaus

Title: vice chair

DS
PW



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



**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

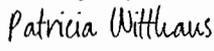
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/11/2021
Date

DocuSigned by:

 Name: Patricia witthaus
 Title: vice chair

DS




New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS
PW

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:
Patricia Witthaus
296DFFD10306428
Name: Patricia witthaus
Title: vice chair

Exhibit G

Contractor Initials DS
PW

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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

Patricia Witthaus

Name: Patricia witthaus

Title: vice chair



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials PW

Date 6/11/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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 Associate

3/2014

Contractor Initials

Date 6/11/2021



New Hampshire Department of Health and Human Services

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.

3/2014

Contractor Initials

6/11/2021
Date



New Hampshire Department of Health and Human Services

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

Developmental Services of Sullivan County

The State

Name of the Contractor

Deborah D. Scheetz

Patricia Witthaus

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Patricia Witthaus

Name of Authorized Representative

Name of Authorized Representative

Director Division of Long Term Supports and Services

vice chair

Title of Authorized Representative

Title of Authorized Representative

6/11/2021

6/11/2021

Date

Date

DS
PW
Contractor Initials

6/11/2021
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

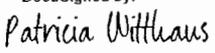
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Patricia Witthaus
 Title: vice chair



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 3849041

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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

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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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

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

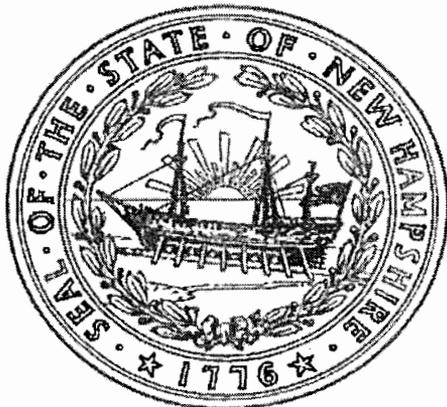
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66014

Certificate Number: 0005349840



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael Quinn, Secretary/Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Developmental Services of Sullivan County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on June 09, 2021.
(Date)

RESOLVED: That the _____ Vice Chair of Directors _____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 11 day of June, 2021.
(Date Contract Signed)

4. Patricia Witthaus is the duly elected Vice Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

_____, Secretary/Treasurer
(Signature of the Elected Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2021

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 Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054	CONTACT NAME: Patricia LeBlanc PHONE (A/C No. Ext.): (603) 424-9901 FAX (A/C No.): (866) 848-1223 E-MAIL ADDRESS: pleblanc@bbnhins.com
INSURER(S) AFFORDING COVERAGE	
INSURED Developmental Services of Sullivan County Inc dba Pathways of the River Valley 654 Main Street Claremont NH 03743	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: QBE Insurance Corporation INSURER C: Mount Vernon Fire Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2147168	06/30/2020	06/30/2021	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PHPK2147109	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB727082	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC3000926	11/14/2020	11/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers			NDO2554265F	06/30/2020	06/30/2021	Each Claim \$3,000,000 General Aggregate \$3,000,000

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

Mark Mills excluded from Workers Compensation Coverage

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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 <i>Patricia LeBlanc</i>
---	---

Strategic Vision 2014-2019

Our Mission

PathWays is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide services in the spirit of partnership and respect.

Financial Statements

**DEVELOPMENTAL SERVICES OF
SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY**

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

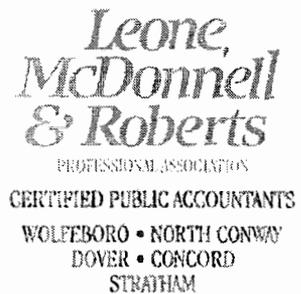
DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

FINANCIAL STATEMENTS

JUNE 30, 2020 AND 2019

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To the Board of Directors of
Developmental Services of Sullivan County, Inc.
d/b/a Pathways of the River Valley
Claremont, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, the related statements of activities and cash flows for the years then ended, the related statement of functional expenses for the year ended June 30, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments; the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley as of June 30, 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.

Report on Summarized Comparative Information

We have previously audited the Developmental Services of Sullivan County, Inc.'s, d/b/a Pathways of the River Valley June 30, 2019 financial statements, and our report dated October 28, 2019 expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional public support and revenue on page 17 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone McDermott & Roberts
Professional Association*

Wolfeboro, New Hampshire
October 26, 2020

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 2,325,120	\$ 1,412,851
Accounts receivable, net	1,285,648	628,582
Prepaid expenses	<u>41,916</u>	<u>77,490</u>
Total current assets	<u>3,652,684</u>	<u>2,118,923</u>
NONCURRENT ASSETS		
Property, equipment and vehicles, net	1,356,310	1,359,232
Security deposits	8,020	8,020
Investment in insurance captive	<u>78,924</u>	<u>78,924</u>
Total noncurrent assets	<u>1,443,254</u>	<u>1,446,176</u>
TOTAL ASSETS	<u>\$ 5,095,938</u>	<u>\$ 3,565,099</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 84,137	\$ 85,941
Accounts payable and accrued expenses	<u>2,130,566</u>	<u>1,917,363</u>
Total current liabilities	<u>2,214,703</u>	<u>2,003,304</u>
LONG TERM LIABILITIES		
Long term debt, net of current portion shown above	392,310	386,126
Paycheck Protection Program	<u>1,088,100</u>	<u>-</u>
Total long term liabilities	<u>1,480,410</u>	<u>386,126</u>
Total liabilities	3,695,113	2,389,430
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>1,400,825</u>	<u>1,175,669</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,095,938</u>	<u>\$ 3,565,099</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
PUBLIC SUPPORT AND REVENUE		
Medicaid	\$ 21,801,509	\$ 19,630,835
Client and program fees	516,276	497,277
Division of Mental Health and Developmental Services	297,345	324,502
Grants	665,052	22,713
Contributions	20,813	501
Investment return	8,604	12,583
Gain on sale of property	18,894	73,216
Other	<u>30,538</u>	<u>69,977</u>
Total public support and revenue	<u>23,359,031</u>	<u>20,631,604</u>
EXPENSES		
Program Services		
Service coordination	1,002,480	807,463
Combined day services	1,523,714	1,385,982
Early support services	593,613	501,498
Enhanced family care	3,791,063	2,358,176
Independent living	2,843,730	3,193,117
Community residences	7,999,629	7,173,613
Community support	66,529	78,386
Subcontractors	3,187,099	2,856,359
Family support	<u>269,252</u>	<u>300,307</u>
Total program services	21,277,109	18,654,901
Supporting Activities		
General management	<u>1,856,766</u>	<u>1,597,367</u>
Total expenses for program and support services	<u>23,133,875</u>	<u>20,252,268</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	225,156	379,336
NET ASSETS WITHOUT DONOR RESTRICTIONS, BEGINNING OF YEAR	<u>1,175,669</u>	<u>796,333</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS, END OF YEAR	<u>\$ 1,400,825</u>	<u>\$ 1,175,669</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets without donor restrictions	\$ 225,156	\$ 379,336
Adjustments to reconcile change in net assets without donor restrictions to net cash from operating activities:		
Depreciation	184,761	185,941
Gain on sale of property	(18,894)	(73,216)
Changes in assets and liabilities		
Increase in accounts receivable - net	(657,066)	(188,257)
Decrease (increase) in prepaid expenses	35,574	(11,062)
Increase in accounts payable and accrued expenses	<u>213,203</u>	<u>192,776</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(17,266)</u>	<u>485,518</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(91,120)	(38,725)
Proceeds from sale of property	<u>20,930</u>	<u>173,300</u>
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(70,190)</u>	<u>134,575</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Paycheck Protection Program	1,088,100	-
Repayment of long term debt	<u>(88,375)</u>	<u>(92,767)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>999,725</u>	<u>(92,767)</u>
NET INCREASE IN CASH	912,269	527,326
CASH AT BEGINNING OF YEAR	<u>1,412,851</u>	<u>885,525</u>
CASH AT END OF YEAR	<u>\$ 2,325,120</u>	<u>\$ 1,412,851</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 18,559</u>	<u>\$ 27,940</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Vehicles financed by long term debt	<u>\$ 92,755</u>	<u>\$ -</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH COMPARATIVE TOTALS FOR 2019

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Livable	Community Residences	Community Support	Subcontractors	Family Support	Total 2020 All Programs	Total 2019 All Programs
PERSONNEL COSTS	\$ 758,781	\$ 581,807	\$ 634,787	\$ 147,210	\$ 512,390	\$ 993,379	\$ 1,181,037	\$ 38,829	\$ -	\$ -	\$ 4,640,355	\$ 4,771,935
Salaries and wages	174,587	186,624	203,131	30,178	56,780	135,652	272,233	8,775	-	-	1,047,380	948,599
Employee benefits	63,893	40,739	46,480	10,748	25,928	77,895	87,815	2,859	-	-	356,355	351,978
Payroll taxes												
PROF. FEES AND CONSULTANTS												
Client treatment services	5,838	63,755	430,363	350,234	2,817,395	1,363,444	1,813,843	273	18,093	194,451	7,158,166	5,660,242
Fees/payroll preparation	34,704	-	-	-	-	-	-	-	-	-	34,704	34,894
Subcontractors	115,701	7,856	-	-	289,737	286	4,060,677	-	3,185,794	13,750	7,653,801	6,271,352
Accounting/auditing fees	55,503	-	-	-	-	-	-	-	-	-	55,903	67,774
Legal fees	13,275	-	-	-	-	-	-	-	-	652	13,027	58,513
Other professional fees	29,919	2,728	-	-	-	2,901	3,352	-	-	-	38,900	77,477
STAFF DEVELOPMENT AND TRAINING												
Journals and publications	587	456	-	-	-	-	378	-	-	-	1,421	693
Conferences and committees	320	200	849	422	265	-	1,638	-	-	-	3,784	1,490
Other staff development	14,092	705	100	857	2,288	75	1,194	-	-	-	19,281	18,873
OCCUPANCY COSTS												
Rent	23,827	-	28,299	-	12,300	-	13,391	-	-	500	78,417	71,069
Heating costs	4,591	5,518	773	1,840	2,385	2,300	34,503	-	-	-	51,920	59,972
Other utilities	4,876	5,851	5,218	1,950	1,702	2,437	41,220	-	-	147	83,399	88,134
Other occupancy costs	23,530	7,645	7,158	2,354	2,412	5,543	73,445	-	-	394	122,861	131,479
CONSUMABLE SUPPLIES												
Office	14,125	3,295	1,770	1,822	2,609	1,272	8,552	-	-	1,357	35,082	24,389
Building/household	1,534	1,377	532	512	886	553	11,751	-	-	-	17,095	15,671
Food	-	-	1,238	245	575	-	48,412	-	-	2,575	51,044	48,569
Medical	-	787	5	-	4,387	-	7,119	-	-	3,825	15,903	18,215
EQUIPMENT RENTAL	13,393	5,130	8,388	827	3,772	12,884	10,917	2,253	-	-	57,710	81,912
EQUIPMENT MAINTENANCE, IT	138,185	9,334	11,540	6,035	4,149	23,230	16,091	785	-	170	209,569	188,740
EQUIPMENT MAINTENANCE, OTHER	2,624	3,543	15,298	82	6,320	692	10,876	-	-	7,140	45,744	38,998
DEPRECIATION	119,054	-	264	69	2,048	-	83,335	-	-	-	184,761	185,941
ADVERTISING	44,318	2,865	6,373	898	3,382	1,386	15,822	-	-	-	74,792	88,577
PRINTING	4,067	-	455	440	455	-	-	6	-	-	5,425	8,472
TELEPHONE	4,703	3,528	9,554	805	2,682	3,346	18,883	1,612	-	741	43,854	46,374
POSTAGE/SHIPPING	18,254	-	109	16	127	-	249	-	-	-	18,755	10,095
Total carried forward	\$ 1,694,779	\$ 913,620	\$ 1,410,720	\$ 557,723	\$ 3,754,258	\$ 2,626,655	\$ 7,692,292	\$ 55,394	\$ 3,184,867	\$ 225,482	\$ 22,300,119	\$ 19,298,806

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

(Continued)

d/b/a
PATHWAYS OF THE RIVER VALLEY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH COMPARATIVE TOTALS FOR 2019**

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2020 All Programs	Total 2019 All Programs
Total carried forward	\$ 1,654,779	\$ 913,829	\$ 1,410,720	\$ 557,723	\$ 3,754,258	\$ 2,626,955	\$ 7,692,292	\$ 55,384	\$ 3,184,887	\$ 225,482	\$ 22,306,119	\$ 19,280,600
TRANSPORTATION												
Staff	9,934	19,643	25,007	10,028	7,772	27,810	16,377	1,320	-	500	118,151	140,025
Clients	-	12	41,754	-	2,234	55,185	6,308	6,308	-	-	112,401	137,491
ASSISTANCE TO INDIVIDUALS												
Client assistance	1,158	-	979	18,990	5,071	29,412	6,021	-	2,212	35,482	99,325	140,367
Clothing	-	-	557	319	3,612	-	11,768	-	-	1,060	17,317	18,975
CONFLICT FREE CASE MANAGEMENT												
INSURANCE												
Malpractice and bonding	25,439	-	1,489	-	-	-	5,081	-	-	-	32,619	25,047
Vehicles	267	-	2,079	-	3,020	516	5,077	-	-	-	10,959	12,818
Property and liability	18,572	-	2,558	-	1,027	-	8,751	-	-	-	30,908	37,102
Workers compensation	18,866	19,349	37,697	4,301	12,081	83,039	42,164	2,907	-	-	220,484	301,589
MEMBERSHIP DUES												
2,475	-	-	-	-	-	-	-	-	-	-	2,475	2,082
BAD DEBTS												
61,500	-	-	-	-	-	-	-	-	-	-	61,500	18,135
INTEREST EXPENSE												
14,490	-	265	-	1,175	728	-	901	-	-	-	18,559	27,940
MISCELLANEOUS												
18,198	202	609	1,292	813	496	5,288	-	-	6,728	-	33,624	90,895
Total functional expenses	\$ 1,659,706	\$ 1,002,490	\$ 1,523,714	\$ 583,013	\$ 3,761,063	\$ 2,643,770	\$ 7,993,629	\$ 66,529	\$ 3,187,099	\$ 268,262	\$ 23,133,675	\$ 20,292,268

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Developmental Services of Sullivan County, Inc. d/b/a Pathways of the River Valley (Pathways) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. Pathways has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of Pathways have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require Pathways 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 Pathways. These net assets may be used at the discretion of Pathway'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 Pathways 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.

As of June 30, 2020 and 2019, there were no donor restricted net assets.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Pathways provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. For each of the years ended June 30, 2020 and 2019, the allowance for doubtful accounts was approximately \$35,000 and \$9,000, respectively.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	39 years
Leasehold improvements	5 to 25 years
Furniture, equipment and software	5 to 20 years
Vehicles	4 to 5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2020 and 2019 was \$184,761 and \$185,941, respectively.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires Pathways to disclose fair values for its financial instruments. Pathways' financial instruments consist of cash, short-term receivables and payables, prepaid expenses, deposits and short-term notes payable. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

Contributions

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to Pathways' program services. Also, the Board of Directors serves as volunteers.

Donations and Appropriations

All donations and appropriations are considered to be available for unrestricted use unless specifically restricted by the donor.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Pathways' financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Accrued Earned Time

Pathways has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to \$179,307 and \$157,520 at June 30, 2020 and 2019, respectively.

Advertising Policy

Pathways' policy is to expense advertising costs as they are incurred.

Income Taxes

Pathways is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined Pathways to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated Pathways' tax positions and concluded that Pathways has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. Pathways is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2017.

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.

Functional Allocation of Expenses

The costs of providing the various services and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general 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.

2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2020 and 2019 represent interest income from bank accounts.

3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2020 and 2019, property, equipment and vehicles consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,024,454	\$ 2,004,163
Furniture, equipment and software	658,210	593,466
Vehicles	416,557	381,870
Leasehold improvements	<u>75,645</u>	<u>75,645</u>
	3,174,866	3,055,144
Less accumulated depreciation	<u>1,818,556</u>	<u>1,695,912</u>
Property, equipment and vehicles, net	<u>\$ 1,356,310</u>	<u>\$ 1,359,232</u>

4. INVESTMENT IN INSURANCE CAPTIVE

Effective July 1, 2017, Pathways entered into a captive insurance program with Pareto Captive Services. The total participant investment into the captive insurance program for each of the years ended June 30, 2020 and 2019 amounted to \$78,924.

5. BANK LINE OF CREDIT

Pathways has a \$200,000 revolving line of credit agreement (the line) with a bank. The revolving line of credit was renewed on August 8, 2019. The line is due on demand and calls for monthly variable interest payments based on the LIBOR Advantage Rate (ranging from 2.20% to 0.60% from July 1, 2019 through June 30, 2020 and 2.795% to 2.277% from July 1, 2018 to June 30, 2019) plus 2.50%. The line is secured by all of Pathways' assets. There was no outstanding balance on the line at June 30, 2020 and 2019.

6. **NOTES PAYABLE**

The notes payable as of June 30, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
Notes payable to various financial institutions in monthly installments for principal and interest, ranging from \$644 to \$1,161, with maturity dates ranging from August, 2021 to December, 2024. The notes have interest rates ranging from 4.50% to 6.99% and are collateralized by vehicles owned by Pathways.	\$ 92,447	\$ 40,067
Note payable to a bank in monthly principal installments of \$5,333, plus interest. Interest was stated at the LIBOR Advantage Rate (ranging from 2.20% to 0.60% for July 2019 to June 2020 and 2.795% to 2.277% for July 2018 to June 2019) plus 2.75%. The note matures on April 7, 2021 at which time the remaining balance shall be paid. The note is collateralized by the Orford Road Property owned by the Organization. Due to COVID-19, there was a six-month deferral of payments to be paid at maturity of the loan, the loan now matures October 7, 2021.	<u>384,000</u>	<u>432,000</u>
	476,447	472,067
Less current portion due within one year	<u>84,137</u>	<u>85,941</u>
Total long term debt	<u>\$ 392,310</u>	<u>\$ 386,126</u>

The scheduled maturities of the notes payable as of June 30, 2020 were as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2021	\$ 84,137
2022	360,095
2023	17,758
2024	11,409
2025	<u>3,048</u>
	<u>\$ 476,447</u>

7. OPERATING LEASES

Pathways leases facilities from unrelated parties under the terms of operating leases with various expiration dates through March, 2022. The payments under these leases totaled \$78,417 and \$71,059 for the years ended June 30, 2020 and 2019, respectively. The future minimum annual lease payments for these leases are as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2021	\$ 50,472
2022	<u>10,475</u>
Total	<u>\$ 60,947</u>

8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2020 and 2019, approximately 93% and 95%, respectively, of the support and revenue of Pathways was derived from Medicaid. The future level of services provided by Pathways is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2020 and 2019 was \$952,401 and \$581,927, respectively. Pathways does not require collateral on these receivables due to the nature of the revenue source. In order for Pathways to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

Pathways maintains cash balances that, at times, may exceed federally insured limits. The Organization has not experienced any losses in such amounts and believes it is not exposed to any significant risk with respect to these accounts.

9. RETIREMENT PLAN

Pathways maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Prior to the year ended June 30, 2019, Pathways contributed up to 10% of the base compensation of eligible participants to the plan. Effective January 1, 2018 employer matching contributions were suspended as a cost savings measure. There were no contributions to the plan for the year ended June 30, 2020 and 2019.

10. FLEXIBLE BENEFITS PLAN

Pathways maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from Pathways to this plan.

11. CONTINGENCIES

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2020 and 2019.

Pathways was named as a co-defendant, along with the State of New Hampshire, in a lawsuit related to services rendered to a Pathways client by the plaintiff. The plaintiff attempted to bill Pathways for excluded services under certain contracts. Pathways settled this claim during the year ended June 30, 2019, paying a settlement fee of \$50,000, which is included in miscellaneous expense on the statement of functional expenses for the year ended June 30, 2019.

12. CLIENT FUNDS

As of June 30, 2020 and 2019, Pathways has custody of funds on behalf of its consumers in the amount of \$146,626 and \$81,833, respectively.

13. BOARD DESIGNATED FUNDS

Prior to 2019, Pathways received a bequest in the amount of \$116,381 from a trust Pathways was named the beneficiary of. The funds were deposited into the operating account and are designated by the Board to be used for special projects. At June 30, 2020 and 2019, approximately \$80,000 remains in the operating account related to the bequest.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

15. 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	\$ 2,325,120	\$ 1,412,851
Accounts receivable	<u>1,285,648</u>	<u>628,582</u>
Total financial assets	3,610,768	2,041,433
Less amounts not available to be used within one year:		
Board restricted assets	<u>80,000</u>	<u>80,000</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,530,768</u>	<u>\$ 1,961,433</u>

It is Pathways' goal to maintain financial assets to meet 30 days of operating expenses which is approximately \$1,886,000 and \$1,670,000, at June 30, 2020 and 2019, respectively. Pathways has a \$200,000 line of credit available to meet cash flow needs.

16. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of \$1,088,100 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 five years at an interest rate of 1%, with a deferral of payments for the first six 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. Through the date of this report, the Organization is on track to have the loan balance partially forgiven; however, the final determination of this has not occurred.

17. 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 \$637,264 and expended \$637,264 under the grant through payroll and subcontractor expenses.

18. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. 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. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 26, 2020, the date the financial statements were available to be issued.

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
 d/b/a
PATHWAYS OF THE RIVER VALLEY
 SCHEDULE OF FUNCTIONAL PUBLIC SUPPORT AND REVENUE
 FOR THE YEAR ENDED JUNE 30, 2020
WITH COMPARATIVE TOTALS FOR 2019

	General Management	Services Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2020 All Programs	Total 2019 All Programs
PUBLIC SUPPORT AND REVENUE												
Medicaid	\$ -	\$ 722,079	\$ 849,543	\$ 445,275	\$ 3,557,047	\$ 3,226,785	\$ 8,161,103	\$ 52,453	\$ 4,275,786	\$ 211,390	\$ 21,801,509	\$ 19,830,835
Client and program fees	-	-	120,319	22,727	2,410	42,473	321,973	-	6,306	178	516,276	487,377
Division of Mental Health and Developmental Services	-	-	-	150,304	147,041	-	-	-	-	-	297,345	324,502
Grants	256	-	27,500	-	637,204	-	-	-	-	-	665,052	22,713
Contributions	813	-	-	20,000	-	-	-	-	-	-	20,813	501
Investment return	8,604	-	-	-	-	-	-	-	-	-	8,604	12,583
Gain on sale of property	18,894	-	-	-	-	-	-	-	-	-	18,894	73,216
Other	8,846	-	3,255	-	-	10	-	387	18,010	-	30,558	66,977
Total public support and revenue	\$ 37,445	\$ 722,079	\$ 1,000,447	\$ 608,306	\$ 4,640,802	\$ 3,269,268	\$ 8,483,075	\$ 52,840	\$ 4,300,194	\$ 211,574	\$ 23,359,031	\$ 20,631,634

See Notes to Financial Statements



BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

CHAIR

Cheryl Abbott

24 School Street

PO Box 700

Hannover, NH 03040

(603) 643-3751 (home)

(603) 643-3751 (work)

Cheryl.Abbott@pathways.org

VICE CHAIR

Patricia Withaus

70 G

Manchester, NH 03103

(603) 442-4602 (home)

(603) 442-4602 (work)

Patricia.Withaus@pathways.org

SECRETARY/TREASURER

Michael Quinn

PO Box 1546

New London, NH 03257

(603) 878-0034 (home)

(603) 852-1136 (work)

mquinn@pathways.org

Ralph Puckett

352 Dingford Rd

Franklin, NH 03043

(603) 898-0212 (home)

rpuckett@pathways.org

Julie Hilliard* (Family Support Council)

45 Ledgewood Road

Manchester, NH 03103

(603) 852-1136 (work)

jhilliard@pathways.org

MEMBERS

Rose Ann Tardiff* (Adult/Self Advocacy Group)

242 D. Road

Manchester, NH 03103

(603) 852-1136 (work)

(603) 512-2025 (home)

Susan Parry

12 Mill St

Manchester, NH 03103

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Kathryn Hesch*

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Chris Beeso

1000 North Hill Rd

Manchester, NH 03103

PO Box 1000

Manchester, NH 03103

(603) 512-3325 (work)

cbeeso@pathways.org

* Denotes consumer/family member

Mark Mills, M.S.

Employment History

July 2000 to Present: Pathways of the River Valley, Claremont and Lebanon New Hampshire

Chief Executive Officer

Chief Executive Officer responsible for the operations of an area agency providing services to over 600 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 15 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 250; participating in state level planning as a member of the Community Support Network (CSN); and working with various advocacy groups and community organizations in Sullivan County.

March 1988 to July 2000: Community Bridges, Concord, New Hampshire

7/88 to 7/00: Director of Operations

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 100 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

7/87 to 7/88: Director of Service Development and Provision

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 28 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

8/84 to 7/87: Service Development Coordinator

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorder or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

3/82 to 8/84: Case Manager

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

1983 to 2000: New Hampshire Technical Institute, Concord, New Hampshire

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught include: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

Education

1986 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

1894 Bachelor Degree in Behavioral Science, University System of New Hampshire.

1988 Associate Degree in Human Services, New Hampshire Technical Institute.

Accomplishments

- Current Chair, Board of Directors, Sullivan County Oral Health Collaborative/Claremont Dental Center
- Current Chair, Board of Directors, Community Support Network Incorporated (CSNI)
- Current member, Board of Directors, New Hampshire Diversity Concepts
- Past member, Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advisory Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Mayor Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practices in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1998 Annual National Conference for the Robert Wood Johnson Foundation's Self-Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1998 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1998.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirtieth Annual Conference.
- Presented on Service Brokerages at the 1996 conference "What We Are Learning About Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for individuals with disability at the 1996 New Hampshire Care-Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire Regional Service System".

STEVEN L. MONETTE

Email: [REDACTED]

SUMMARY: Healthcare senior financial executive with a proven record and extensive experience in financial operations, financial planning, accounting, contract analysis and managed care negotiations, accustomed to a fast paced work environment, loyal and trusted team player with strong interpersonal skills, reputation for developing and leading a strong financial services function.

PROFESSIONAL EXPERIENCE

**The Brattleboro Retreat
(2014-Present) 2017**

Brattleboro, VT

Vice President of Finance & Chief Financial Officer (2014-present) 2017 of a \$69M, nationally recognized 149 bed inpatient not for profit regional specialty mental health and addictions treatment center that provides comprehensive inpatient, partial hospitalization, and outpatient treatment services for children, adolescents and adults. Reporting to the President & CEO is responsible for the day to day financial operations of the organization including the overall direction in financial strategic planning, interpretation, coordination and administration of services and hospital procedures for finance, general accounting, budgeting, patient revenue cycle, internal controls, auditing, third party contracting, and information systems. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Utilization Review, Information Systems and Materials Management. Is responsible for six direct reports and 76 FTE's.

- Refunded variable rate demand bonds and obtained refinancing for a committed 10 year period via a bank direct purchase allowing the organization to save approximately \$865k over a ten year term.
- Restructured and reorganized the hospital's revenue cycle departments including outsourcing the hospital's entire billing team. Outsourcing allowed internal resources to rebuild patient access from a process and I.T. perspective.
- Rebuilt a collaborative I.T. vendor relationship with development of an I.T. strategic plan emphasizing EHR development and I.T. vendor partnerships.
- Administered a decision support system vendor selection process and negotiated a comprehensive vendor contract for the install of a hospital wide decision support system.
- Administered and directed the implementation of multiple internal control measures to augment capital purchasing, reimbursement analysis and general accounting processes.
- Successfully negotiated third party contracts with the Vermont Department of Mental Health as well augmented change in third party billing processes with the Department of Vermont Health Access.

**VALLEY REGIONAL HEALTHCARE, INC
(2005-2014)**

Claremont, NH

Chief Financial Officer & Treasurer (2006-2014) of a \$50M Critical Access Hospital that includes a visiting nurse association and seven hospital-owned physician practices. Reporting to the President & CEO is responsible for the organization's overall direction in financial strategic planning and leadership, interpretation, coordination and administration of services and hospital procedures on finance, budgeting, general accounting, information systems, internal controls and auditing. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Information Systems and Materials Management. Is responsible for five direct reports and 51 FTEs.

- Obtained financing for a CON approved \$22.5M Master Facility Project where the proceeds were used to refinance existing debt, construct a new emergency department, expand medical-surgical and ICU bed units and construct a new central plant.

STEVEN L. MONETTE

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- Renegotiated the terms of the hospital's Irrevocable Direct Pay Letter of Credit agreement with the hospital's issuing bank and hedged Variable Rate Demand Bonds with synthetically fixed Interest Rate Swaps.
- Developed and finalized a strategic multi-year plan for a hospital wide information systems solution
- Administered an information systems vendor selection process and negotiated a comprehensive information systems five year vendor contract as outlined in the hospital's information systems strategic plan.
- Converted the Medicare status of the physician practices from rural health clinics to provider-based clinics generating approximately \$600k in additional fiscal year reimbursement.
- Administered the transfer of the Visiting Nurse Association from the hospital corporate structure to the parent corporate structure creating approximately \$275k in additional fiscal year reimbursement.
- Successfully negotiated multi-year third party managed care contracts with the hospital's primary payers.
- Restructured and implemented a new organizational structure for the finance division's revenue cycle departments with emphasis on revenue optimization and cash collections as well as provide skill sets that can lead the organization in EMR and CPOE implementation.
- Created and developed a physician practice financial operations committee with an emphasis on practice profitability and operational opportunities.
- Established six LEAN sigma process projects to improve process and efficiency resulting in reduced waits time and cost.
- Provided financial advice and education to the CEO, Finance Committee and Board of Trustees.

Controller (2005-2006) Reporting to the CFO directed budgeting, accounting, accounts payable, payroll, cash management and third party reimbursement.

- Provided management with budget training, education and leadership in budget development and budgetary control processes.
- Provided education to departmental managers in budget variance policies and reporting.
- Assisted and provided direction in implementation of controls in statistical reporting during first fiscal year of critical access hospital status, reducing potential future exposure from CMS audits.
- Conducted an internal audit of the cash collection process within the organization and implemented procedures to obtain consistency as well as enhance controls.
- Provided leadership in education and direction of a hospital wide revenue cycle committee.

**CENTRAL NEW ENGLAND HEALTH ALLIANCE
(1988-2004)**

Leominster, MA

Corporate Controller (2003-2004) of a \$125M integrated delivery system that includes a two campus community teaching hospital with TEFRA based acute rehabilitation and psychiatric units, two nursing homes, visiting nurse association, medical equipment company, physician practice group and a campus real estate corporation. Reporting to the CFO directed all financial activities of the corporation, directed budgeting, accounting, patient accounts, accounts payable, payroll, cash management, third party reimbursement and contract negotiations for seven-affiliated companies.

- Developed financial and accounting system controls and standards and ensured timely financial and statistical reports for management and/or board use.
- Assisted the CFO in the development of the financial plan linking the organizations strategic mission to measurable financial goals. Including the preparation, monitoring and implementation of cash and capital planning budgets.
- Reduced the monthly financial closing schedule to six business days allowing for additional financial statement analysis.
- Led the Fiscal Services Division with a concentration in staff management, training, and development.

STEVEN L. MONETTE

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- Presented monthly financial statements to the finance committee in the absence of the CFO.
- Monitored loan and bond covenants for system debt obligations and ensured that the system's assets were effectively invested and managed.

Director of Payment Systems (1995-2003) Reporting to the CFO directed the revenue cycle management functions of the corporation, including patient financial services, patient registration, third party reimbursement, managed care contracting, operational and revenue budgeting, Assisted the CFO with continuous quality improvement initiatives, and cost reduction initiatives, managed the financial and operational analysis of new and existing programs.

- Increased Medicare reimbursement by \$2.5M to the Health System by appropriately allocating cost with the hospital and among entities, increased DSH days by developing a system to capture managed Medicaid days and Medicaid eligible days, and filing routine cost limit exceptions for the nursing homes.
- After various IS conversions, developed task force and implemented a plan to reduce accounts receivable days. The result yielded a 10 day decline and a \$2M increase in cash.
- In 1997, assisted in the development of a regulatory case to increase reimbursable cost for a 1986 nursing home construction project. This resulted in a \$1.8M settlement and the restoration of positive net worth.
- Consolidated complete charge masters from two separate provider numbers into one system.
- Implemented an accounting system for tracking patient accounting denials resulting in a \$500K annual reduction in denials.
- In 1999, implemented the harvest Contract Management System to help analyze manage care contracts for underpayments and contract negotiations. The ROI was realized from the first hospital PPO negotiation.
- Built and developed a complete hospital revenue model based on capitation membership and population data resulting with more accurate budgeting data during a time of major healthcare reimbursement change.
- Provided management with analysis that guided a re-allocation of patient services between two acute care campuses that reduced 90 FTE's and eliminated duplicate costs. This resulted in \$8M in annual savings.
- Within the PHO, assisted in negotiating capitation rates for services provided by the health system. Implemented concept of "continuum days" to distribute risk sharing funds between the physicians and the health system resulting in better physician relations.
- Managed and coordinated numerous charge master sensitivity analysis studies resulting in increased reimbursement opportunities along with ensuring compliance with billing regulations.

Director, Patient Accounting and Reimbursement (1990-1995) Reporting to the CFO directed the Patient Financial Services department of the hospital, as well as, coordinating the health system's reimbursement and statistical program.

- Consolidated two hospital billing departments into one, thereby increasing efficiencies and communications.
- Installed new technology that re-engineered office work allowing for more front-end work and FTE decreases. Led the successful automation of many clerical functions in registration and patient accounting, which improved productivity, cash collections, and days of cash on hand.
- Participated in the issuance of \$18 million in tax-exempt bonds through Massachusetts Health & Educational Facilities Authority and Massachusetts Determination of Need process.
- Assisted in due diligence proceedings in conjunction with the merger of the system.

Manager, General Accounting (1988-1990) Reporting to the Controller managed the financial statement preparation, short term cash management, year-end audit, accounts payable, payroll processing, third party contractual adjustments and liabilities.

STEVEN L. MONETTE

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COOLEY DICKINSON HOSPITAL, INC.
(1984-1988)

Northampton, MA

Manager, Budget and Reimbursement (1986 – 1988)
Manager, General Accounting (1984 – 1986)

COMMONWEALTH OF MASSACHUSETTS
Assistant Manager, Department of Mental Health (1981-1984)

Palmer, MA

EDUCATION:

Bachelor of Science in Business Administration with a major in Accounting
Western New England College, Springfield, MA

AFFILIATIONS:

Claremont Savings Bank
HFMA

Member, Board of Directors, Vice-Chair
Healthcare Financial Management Association
HFMA Membership Committee, Past Co-Chair, NH/VT Chapter
Education Committee member, NH/VT Chapter

Past member:

West Central Behavioral Health
United Way
Claremont Chamber of Commerce

Board of Directors
NH-Sullivan County United Way Investment Committee Member
Board of Directors

JOSEPH M. SMITH **RESUME 11/3/17**

ACCOMPLISHMENTS Methods, Models and Tools workshop
Continuous Quality Improvement training
Human Rights complaint process facilitator
Management of individuals with high risk behaviors
Agency point person for state initiatives (HRST, START, RMC, COP, ITS, 1201)
SOLVE and Mandt Instructor
Development and continued growth of Clinical Services Department
Ongoing improvements to MDT, HRC, LRMC and provider QA committees

COMPETENCIES & EXPERIENCE

- Management and leadership strategies
- Efficient and effective written and verbal communication
- Quality assurance and quality management
- Critical thinking and problem solving
- Organized, self-directed with strong time management skills
- Training and program development
- Data analysis and compilation
- Person Centered Planning approaches
- Geriatric, psychiatric and medical knowledgebase
- Community relations and service provider integration / negotiations
- Job commitment and dependability
- Human Rights advocacy and monitoring.

PROFESSIONAL EXPERIENCE

PATHWAYS OF THE RIVER VALLEY / DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
7/2017 - present
Senior Director Family Services
10/2013 - 6/2017
Director of Clinical Services
10/2007 - 10/2013
Family Services Director
6/2002 - 10/2007
Family Services Supervisor
6/1999 - 6/2002
Family Services Coordinator

GLENCLIFF HOME FOR THE ELDERLY
9/1986 - 8/1998
Supervisor of Therapeutic Activities / Recreational Therapist

HAYERHILL ACADEMY
8/1978 - 6/1986
Language Arts Teacher / Athletic Coach

EDUCATION BIRMINGHAM STATE COLLEGE, BS, EDUCATION, CIVIL LAUREL, 1978

KIM HENNING

Summary

Demonstrated success in human resource management, organizational leadership and change management. Accomplished trainer. Skilled in culture development and enhancement. Non-profit and corporate experience. Multi-site and multi-state experience.

Professional Experience

PathWays of the River Valley

6/2015 to Present

Director of Human Resources

Oversee Human Resources function for organization including staffing, performance management, benefits administration, payroll, employee relations, employee safety, training and manager development. Member of Senior Leadership team. Staff of three.

- Revamped compensation structure for Direct Support Providers to include incentives for growth and retention.
- Developed and implemented supervisory training program to enhance knowledge and improve skills in the areas of employment law, goal setting, employee appreciation and performance management.

Kessler Collection, Bohemian Hotel Savannah Riverfront

2013 to 2014

Director of Human Resources

Oversaw Human Resources function including payroll, employee relations, recruitment and talent management, training, benefits and worker's compensation. Member of property Executive Team.

- Achieved highest level of employee response (94%) to annual engagement survey in the company.

Tybee Island Management Company, Tybee Island, GA

2013

Director of Human Resources

Hired to revamp and oversees human resources function including recruitment and talent management, employee relations, policy development and performance management.

Student Conservation Association, Inc. (SCA), Charlestown, NH

Vice President for Human Resources

2001 to 2012

Director of Human Resources

1999 to 2001

Established first human resources function. Directed employee relations, talent management, compensation planning, legal compliance, policy development, training, performance management, benefits and payroll administration. Employed 185 regular staff nationally, 400+ seasonal staff and supported over 4,000 volunteers annually. Managed staff of seven. Member of Executive Team.

- Co-designed and implemented reorganization process that affected 50% of staff resulting in numerous internal promotions and limited layoffs.
- Implemented web-based payroll system that resulted in \$40,000 annual savings in processing fees.

- **Maintained health insurance premium increases to 13% maximum and negotiated 4+ years of 0% increases by creatively working on plan design without sacrificing quality of coverage.**

Education

Bachelor's Degree in Psychology

College of New Rochelle, magna cum laude

Computer Skills

MSOffice, MSForecaster, Certified Predictive Index (PI) analyst, Salesforce, Paylocity, Paycor, ADP Payforce and Workforce Now, iCIMS, DiSC, Taleo, Facebook, LinkedIn, Instagram, Twitter,

Professional Development

Strategic Human Resources, SHRM-sponsored Workshop, Washington, DC 2009

Leadership for Women in Human Resources, Simmons College, Boston, MA 2002

Stephen Warner



Professional Summary

Extensive experience at the Leadership/management level in human services with a focus on developmental disabilities, residential support, and regulation adherence.

Highlights

- Certificate in nonprofit management from Marlboro college
- Winner of Ernest Hemmingway Leadership award
- Certified Mandt instructor
- Proficient with Microsoft office
- Experienced with NH He-M regulations and life safety code
- Strong organization skill
- Strategic thinker with a future-based mindset

Work experience

July 2003 to August 2005 Pathways of the River Valley- Claremont, NH. *Program Coordinator*

August 2005 to July 2007 Pathways of the River Valley-Claremont, NH. *Residential Supervisor*

July 2007 to July 2017 Pathways of the River valley-Claremont, NH. *Area Director*

July 2017 to present Pathways of the River Valley-Claremont, NH. *Senior Community Services Director*

Education

1998 Johnson State College, Johnson VT, Bachelors of art, Psychology

2010 Marlboro College, Norwich VT, Certificate in Nonprofit Management

References furnished upon request

- o Participate in the Agency management team and other management activities/responsibilities as assigned (i.e. strategic planning, fiscal committee, and orientation).
- o Supervise the supports provided by the NH Partners in Health Program. This includes direct supervision of the Partners in Health Family Support Coordinator, participation in statewide meetings, and attending Partners in Health Family Council Meetings as requested
- o Participated in planning and achievement of goals and objectives consistent with the agency mission and philosophy.
- o Ensure consistent compliance with applicable laws and regulations and ensured compliance with applicable State & Medicaid rules

Family Services Coordinator (7 years)

- o Referred individuals, families/guardians to appropriate team members, community agencies and organizations to meet support needs.
- o Referred individuals and families to community resources to improve well-being and quality of life.
- o Facilitated ISA and other team meetings as necessary
- o Monitored implementation and quality of services outlined in the ISA
- o Collaborated with other area service providers

Childcare Lead Teacher/Provider (3 years)

References available upon request

Developmental Services of Sullivan County (Region 2)Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mark Mills	Chief Executive Officer	\$134,300	0%	\$0
Steven Monette	Chief Financial Officer	\$118,435	0%	\$0
Joseph Smith	Sr. Dir. Of Family Services	\$ 85,000	0%	\$0
Kim Henning	Sr. Dir. Of Human Resources	\$ 78,750	0%	\$0
Steven Warner	Sr. Dir. Of Community Services	\$ 72,800	0%	\$0

Subject: Area Agency (SS-2022-BDS-01-AREAA-03)

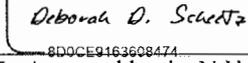
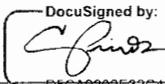
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services Council		1.4 Contractor Address 719 North Main Street Laconia, NH 03247	
1.5 Contractor Phone Number (603) 524-8811	1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$8,182,434
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/12/2021 <small>1060EE9378DC4E0</small>		1.12 Name and Title of Contractor Signatory Rebecca Bryant CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021 <small>8DOCE9163608474</small>		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/2021 <small>DSCA9202E32C1AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503; or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:
 - 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;

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- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.
 - 1.8.3. Services made available to the individual.
 - 1.8.4. Services actually provided to the individual.

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1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503.
- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:

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EXHIBIT B

- 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
- 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.
- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.

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- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 260 children are served in State Fiscal Year (SFY) 2022 and 260 children are served in SFY 2023.
 - 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
 - 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
 - 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
 - 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
 - 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.
 - 6.9. The Contractor shall collect and enter all required information into Department-approved database and:

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EXHIBIT B

- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
- 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
 - 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
 - 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:

9.3.1.1.1. Strategies to ensure public health information is communicated;

9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.

9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.

9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.

9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and of latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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9.5.4.1. ServiceLink.

9.5.4.2. Area Agencies.

9.5.4.3. The Department.

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

9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.

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

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

10. Room and Board

10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.

10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.

10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.

10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.

10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. File Reviews and Audits

11.1. Service File Reviews

11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 11.1.1.3.1. Driving records.
 - 11.1.1.3.2. Background checks.
 - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

11.2. Governance Audit

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 11.2.1.2. Executive Director qualifications.
 - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 11.2.1.6. Communication strategy.
 - 11.2.1.7. Quality assurance activities and training.
 - 11.2.1.8. Subcontracting agreements.
 - 11.2.1.9. Plan of correction from last redesignation, if applicable.
 - 11.2.1.10. Sentinel event policy and documentation.
 - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

11.3. Redesignation Review

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 11.3.2.1. Governance Audit.
 - 11.3.2.2. Financial Condition with 5-year trend analysis.
 - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 11.3.2.6. Summary of Employment Supports for Individuals.
 - 11.3.2.7. Service File Review findings.
 - 11.3.2.8. Summary of stakeholder engagement.

12. Complaint Investigation

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 12.2.1. Complying with the recommendations in each Complaint Report;
 - 12.2.2. Retaining documentation of compliance; and
 - 12.2.3. Sharing documentation, as requested by the Department.

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- 12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

13. Data Systems

13.1. Employment Data System

- 13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 13.1.2. The Contractor shall ensure data includes, but is not limited to:
- 13.1.2.1. Job end date.
 - 13.1.2.2. Changes in hours worked.
 - 13.1.2.3. Changes in wages earned.
- 13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

13.2. Service Activity System

- 13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.
- 13.2.2. The Contractor shall ensure data includes:
- 13.2.2.1. Complete intake processing;
 - 13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;
 - 13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;
 - 13.2.2.4. Indication of when an individual received services if services are non-billable; and
 - 13.2.2.5. Accurate and non-duplicative data.

14. Criminal Background and State Registry Checks

- 14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

15. Confidentiality

- 15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

16. Maintenance of Fiscal Integrity:

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

- 16.2. The Contractor agrees to financial performance standards as follows:

16.2.1. Days of Cash on Hand:

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

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

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

16.2.4. Net Assets to Total Assets:

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

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

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days

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until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
- 16.2.11.2. Requests shall be made in writing;
- 16.2.11.3. Requests shall be sent to the director or designee;
- 16.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and

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16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

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

17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

- 17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."
- 17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
 - 17.3.1. Identification of Designated Area Agency Delivery System functions;
 - 17.3.2. Rate modeling, analysis and development; and
 - 17.3.3. Related committee work.

18. Exhibits Incorporated

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Performance Measures

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

20.3. Credits and Copyright Ownership

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

20.4. Operation of Facilities: Compliance with Laws and Regulations

- 20.4.1. 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 Agreement 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.

21. Records

- 21.1. The Contractor shall keep records that include, but are not limited to:
 - 21.1.1. Books, records, documents and other electronic or physical 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.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$1,500**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family Centered

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$108,268.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 8.1.3. Only for the portion of the approved expense not reimbursed by an

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

individual's other public and private funding sources and community funding resources.

- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above

- 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
 - 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
 - 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
 - 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
 - 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

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

- 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
 - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
 - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
 - 9.3. The Department reserves the right withhold 3% of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
 - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
 - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
- 10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

11. Billing for Services covered under Medicaid

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

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

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

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

14.5. 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.



**New Hampshire Department of Health and Human Services
Exhibit D**

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.

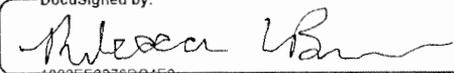
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

6/12/2021

Date

DocuSigned by:

 Name: Rebecca Bryant
 Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

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

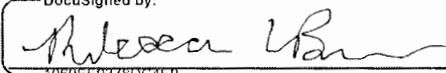
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/12/2021
Date

DocuSigned by:

 Name: Rebecca Bryant
 Title: CEO

DS
RB

New Hampshire Department of Health and Human Services
Exhibit F



CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/12/2021
Date _____

DocuSigned by:

 Name: Rebecca Bryant
 Title: CEO

DS


New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
RB

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name:

6/12/2021

Date

DocuSigned by:

Name: Rebecca Bryant

Title: CEO

Exhibit G

DS
RB
Contractor 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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/12/2021

Date

DocuSigned by:

Name: Rebecca Bryant
Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



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- 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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New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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 Associate RB



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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.

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Date 6/12/2021



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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

Lakes Region Community Services

The State

Name of the Contractor

Deborah D. Scheetz

Rebecca Bryant

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Rebecca Bryant

Name of Authorized Representative
Director Division of Long Term Supports and Services

Name of Authorized Representative
CEO

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/12/2021

Date

Date

Contractor Initials DS
RB

Date 6/12/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/12/2021

Date

DocuSigned by:

 Name: Rebecca Bryant
 Title: CEO

Contractor Initials 
 Date 6/12/2021

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

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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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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

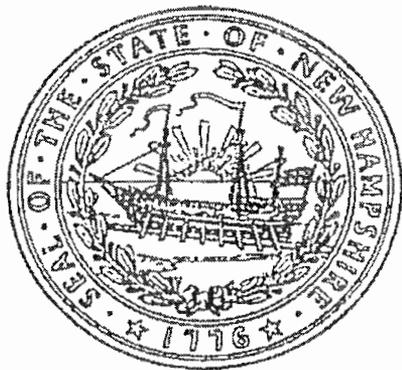
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID 64109

Certificate Number 0005348945



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE
Without Seal

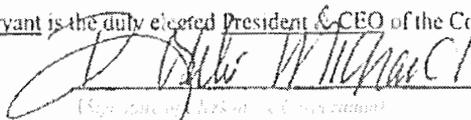
I, Rosa Michaud, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of Lakes Region Community Services Council.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 21, 2021:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Developmental Services, for the provision of Developmental and Acquired Brain Disorder Services;

RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of Lakes Region Community Services Council to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 12, 2021.
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.



(Signature of President & CEO)

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 12th day of June, 2021, by Rosa Michaud.

Without Seal

(Signature of State Notary Public)

Name _____
Title _____



Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

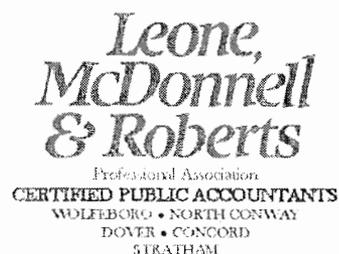
CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 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 financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 20-22 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 Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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 October 9, 2020, on our consideration of Lakes Region Community Services Council, 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 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 Lakes Region Community Services Council, 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 Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

*Leone McDannell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 9, 2020

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019**

	<u>ASSETS</u>	
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 6,090,997	\$ 4,663,758
Accounts receivable:		
Medicaid	2,560,926	612,598
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2020 and 2019	443,943	286,337
Prepaid expenses	<u>53,598</u>	<u>29,132</u>
Total current assets	<u>9,149,464</u>	<u>5,591,825</u>
PROPERTY AND EQUIPMENT, NET	<u>3,454,418</u>	<u>3,444,274</u>
OTHER ASSETS		
Due from affiliates, net	79,985	57,267
Deposits	<u>37,779</u>	<u>37,779</u>
Total other assets	<u>117,764</u>	<u>95,046</u>
Total assets	<u>\$ 12,721,646</u>	<u>\$ 9,131,145</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 1,111,944	\$ 723,422
Accrued salaries, wages, and related expenses	616,961	452,517
Accrued earned time	335,958	305,524
Refundable advances	160,551	121,549
Other accrued expenses	<u>380,797</u>	<u>146,557</u>
Total current liabilities	<u>2,606,211</u>	<u>1,749,569</u>
LONG TERM LIABILITIES		
State of NH - Emergency Healthcare System Relief loan	50,000	-
Paycheck Protection Program loan	<u>2,739,774</u>	<u>-</u>
Total long term liabilities	<u>2,789,774</u>	<u>-</u>
Total liabilities	<u>5,395,985</u>	<u>1,749,569</u>
NET ASSETS		
Without donor restrictions	6,074,046	6,079,798
With donor restrictions	<u>1,251,615</u>	<u>1,301,778</u>
Total net assets	<u>7,325,661</u>	<u>7,381,576</u>
Total liabilities and net assets	<u>\$ 12,721,646</u>	<u>\$ 9,131,145</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020</u>	<u>2019</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,531,460	\$ -	\$ 1,531,460	\$ 1,478,072
Medicaid	22,409,638	-	22,409,638	21,326,918
Client resources	93,447	-	93,447	97,250
Other third party payers	1,463	-	1,463	5,281
Public support	533,685	-	533,685	490,077
Private foundations	192,163	-	192,163	78,500
Production/service income	119,584	-	119,584	169,225
Investment	24,647	-	24,647	24,491
State of New Hampshire - DDS	1,368,101	-	1,368,101	1,322,817
Management fees	14,400	-	14,400	14,616
Other	1,213,220	-	1,213,220	452,977
Total revenues	<u>27,501,808</u>	<u>-</u>	<u>27,501,808</u>	<u>25,460,224</u>
Expenses				
Program services				
Service coordination	1,057,722	-	1,057,722	1,085,925
Day programs	3,228,898	-	3,228,898	3,882,692
Early intervention	681,659	-	681,659	696,826
Enhanced family care	3,309,717	-	3,309,717	3,204,420
Community options	208,225	-	208,225	335,310
Community residences	10,598,006	-	10,598,006	8,714,212
Transportation	45,234	-	45,234	93,507
Family support	4,098,763	-	4,098,763	3,888,473
Other DDS	22,796	-	22,796	91,826
Other programs	1,452,563	-	1,452,563	1,130,021
Supporting activities				
General management	2,661,292	50,163	2,711,455	2,180,759
Fundraising	142,685	-	142,685	140,506
Total expenses	<u>27,507,560</u>	<u>50,163</u>	<u>27,557,723</u>	<u>25,444,477</u>
CHANGE IN NET ASSETS	(5,752)	(50,163)	(55,915)	15,747
NET ASSETS, BEGINNING OF YEAR	<u>6,079,798</u>	<u>1,301,778</u>	<u>7,381,576</u>	<u>7,365,829</u>
NET ASSETS, END OF YEAR	<u>\$ 6,074,046</u>	<u>\$ 1,251,615</u>	<u>\$ 7,325,661</u>	<u>\$ 7,381,576</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, 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	\$ (55,915)	\$ 15,747
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	245,964	247,854
(Increase) decrease in assets:		
Accounts receivable	(2,105,934)	(150,576)
Prepaid expenses	(24,466)	(2,064)
Increase (decrease) in liabilities:		
Accounts payable	388,522	(49,525)
Accrued salaries, wages, and related expenses	164,444	(162,131)
Accrued earned time	30,434	3,435
Refundable advances	39,002	59,902
Other accrued expenses	234,240	20,344
	<u>(1,083,709)</u>	<u>(17,014)</u>
NET CASH USED IN OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(256,108)</u>	<u>(42,197)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(256,108)</u>	<u>(42,197)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Payroll Protection Program loan	2,739,774	-
Proceeds from State of NH - Emergency Healthcare System Relief loan	50,000	-
Increase in due from affiliates	(22,718)	(57,267)
Decrease in due to affiliates	<u>-</u>	<u>(50,359)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>2,767,056</u>	<u>(107,626)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,427,239	(166,837)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>4,663,758</u>	<u>4,830,595</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 6,090,997</u>	<u>\$ 4,663,758</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 669,539	\$ 1,925,289	\$ 401,331	\$ 221,144	\$ 135,895
Employee benefits	196,952	554,044	119,562	65,898	38,788
Payroll taxes	48,254	143,338	29,316	16,104	9,374
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	43,055	-	-	2,939,500	-
Accounting/auditing	-	-	-	-	-
Legal	3,214	-	-	-	-
Subcontract services	-	120	89,166	-	-
Other professional fees	43,201	-	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	535	-
Conference/conventions	841	-	75	-	-
Other staff development	(841)	26,539	(725)	-	-
OCCUPANCY COSTS					
Rent	-	84,022	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	8,862	-	-	-
Repairs and maintenance	-	2,366	-	-	-
Other occupancy costs	30,060	28,181	24,280	13,832	2,173
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	2,805	5,401	3,397	1,105	-
Building/household	18	720	-	178	-
Client	1,201	1,521	-	15,353	407
Medical supplies	-	135	-	-	-
ASSISTANCE TO INDIVIDUALS	4,129	-	-	1,909	-
PRODUCT SALES	-	17,680	-	-	-
EQUIPMENT RENTAL	-	165	-	200	-
EQUIPMENT MAINTENANCE	-	388	-	1,173	-
DEPRECIATION	-	11,020	-	-	-
ADVERTISING	-	123	-	1,061	-
PRINTING	-	-	-	-	-
TELEPHONE	16	9,243	-	15	-
POSTAGE	-	12	-	-	-
TRANSPORTATION	15,322	319,264	13,905	29,626	21,581
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	9,025	-	-	-
CLIENT PAYMENTS	-	76,054	392	94	7
OTHER	(44)	5,386	960	1,990	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,057,722</u>	<u>\$ 3,228,898</u>	<u>\$ 681,659</u>	<u>\$ 3,309,717</u>	<u>\$ 208,225</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,653,793	\$ 20,560	\$ 1,113,971	\$ -	\$ 1,151,875
Employee benefits	1,028,826	6,290	315,591	-	331,823
Payroll taxes	269,044	1,516	82,727	-	85,287
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	749
Client treatment & therapies	146,982	-	1,789,566	-	1,032
Accounting/auditing	-	-	-	-	95,386
Legal	-	-	-	-	4,086
Subcontract services	4,647,711	-	456,396	-	-
Other professional fees	-	-	9,045	9,388	195,167
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	394
Conference/conventions	-	-	390	-	7,880
Other staff development	141	-	-	-	33,190
OCCUPANCY COSTS					
Rent	185,100	-	100	-	-
Mortgage payments	9,165	-	-	-	-
Utilities	100,867	-	-	-	49,547
Repairs and maintenance	66,088	-	-	-	109,348
Other occupancy costs	191,344	-	10,604	-	(185,566)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	12,497	7	25	-	35,343
Building/household	25,208	-	-	-	2,975
Client	102,385	-	3,827	13,382	6,506
Medical supplies	5,056	-	4,013	26	2,804
ASSISTANCE TO INDIVIDUALS	714	-	61,987	-	3,667
PRODUCT SALES	40	-	-	-	17
EQUIPMENT RENTAL	-	-	-	-	25,731
EQUIPMENT MAINTENANCE	14,352	-	1,215	-	24,916
DEPRECIATION	30,979	13,806	-	-	188,937
ADVERTISING	-	-	113	-	41,268
PRINTING	-	-	-	-	2,592
TELEPHONE	6,635	-	-	-	59,359
POSTAGE	-	-	-	-	17,378
TRANSPORTATION	99,185	3,055	180,454	-	-
INSURANCE	-	-	100	-	165,090
MEMBERSHIP DUES	-	-	46,745	-	55,883
CLIENT PAYMENTS	234	-	149	-	6,207
OTHER	1,660	-	21,745	-	192,584
TOTAL FUNCTIONAL EXPENSES	<u>\$ 10,598,006</u>	<u>\$ 45,234</u>	<u>\$ 4,098,763</u>	<u>\$ 22,796</u>	<u>\$ 2,711,455</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 88,192	\$ 9,381,589	\$ 918,474	\$ 10,300,063	\$ 10,150,156
Employee benefits	25,373	2,683,147	265,189	2,948,336	2,761,969
Payroll taxes	6,570	691,530	67,516	759,046	755,779
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	-	4,920,135	24,759	4,944,894	4,665,356
Accounting/auditing	-	95,386	-	95,386	101,500
Legal	-	7,300	-	7,300	4,015
Subcontract services	-	5,193,393	9,100	5,202,493	3,793,712
Other professional fees	10,370	267,171	-	267,171	297,476
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	35	964	-	964	451
Conference/conventions	1,504	10,690	1,478	12,168	21,959
Other staff development	-	58,304	5,755	64,059	42,087
OCCUPANCY COSTS					
Rent	-	269,222	-	269,222	283,420
Mortgage payments	-	9,165	-	9,165	9,023
Utilities	-	159,276	24	159,300	165,944
Repairs and maintenance	-	177,802	639	178,441	192,401
Other occupancy costs	-	114,908	79,212	194,120	89,076
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	720	61,300	12,182	73,482	130,594
Building/household	-	29,099	33	29,132	22,451
Client	349	144,931	8,920	153,851	149,531
Medical supplies	-	12,034	49	12,083	11,614
ASSISTANCE TO INDIVIDUALS					
	-	72,406	10,504	82,910	31,798
PRODUCT SALES					
	-	17,737	-	17,737	24,821
EQUIPMENT RENTAL					
	-	26,096	-	26,096	23,785
EQUIPMENT MAINTENANCE					
	-	42,044	-	42,044	26,733
DEPRECIATION					
	-	244,742	1,222	245,964	247,854
ADVERTISING					
	1,490	44,055	4,000	48,055	41,453
PRINTING					
	4,330	6,922	-	6,922	4,396
TELEPHONE					
	-	75,268	-	75,268	57,582
POSTAGE					
	1,057	18,447	35	18,482	17,928
TRANSPORTATION					
	-	682,392	40,082	722,474	870,381
INSURANCE					
	-	165,190	-	165,190	110,247
MEMBERSHIP DUES					
	1,885	113,538	450	113,988	146,132
CLIENT PAYMENTS					
	-	83,137	1,172	84,309	101,838
OTHER					
	810	225,091	1,768	226,859	91,015
TOTAL FUNCTIONAL EXPENSES	\$ 142,685	\$ 26,105,160	\$ 1,452,563	\$ 27,557,723	\$ 25,444,477

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council 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 Council. These net assets may be used at the discretion of the Council'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 Council 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.

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

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

Other Events

The impact of the novel coronavirus (“COVID-19”) and measures to prevent its spread are affecting the Council’s operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Council’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 Council’s operations could also be impacted should the disruptions from COVID-19 lead to changes in client behavior. The COVID-19 impact on the capital markets could also impact the Council’s cost of borrowing. There are certain limitations on the Council’s ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as 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 Council reports the support as net assets without donor restrictions.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2017.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

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

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncement

During the year, the Council 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 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.

2. LIQUIDITY AND AVAILABILITY

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,090,997	\$ 4,663,758
Accounts receivable:		
Medicaid	2,560,926	612,598
Other, net	443,943	286,337
Deposits	<u>37,779</u>	<u>37,779</u>
 Total financial assets	 <u>\$ 9,133,645</u>	 <u>\$ 5,600,472</u>
 Less amounts not available to be used within one year:		
 Deposits	 <u>\$ 37,779</u>	 <u>\$ 37,779</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 9,095,866</u>	 <u>\$ 5,562,693</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$6.73 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. PROPERTY AND EQUIPMENT

As of June 30, 2020 and 2019, property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Buildings and improvements	\$ 4,141,347	\$ 3,936,642
Leasehold improvements	393,215	393,215
Furniture, fixtures and equipment	837,434	781,138
Vehicles	173,352	173,352
Land	152,200	152,200
Construction in progress	<u>-</u>	<u>4,893</u>
 Total	 5,697,548	 5,441,440
Less accumulated depreciation	<u>2,243,130</u>	<u>1,997,166</u>
 Property and equipment, net	 <u>\$ 3,454,418</u>	 <u>\$ 3,444,274</u>

Depreciation expense for the years ended June 30, 2020 and 2019 amounted to \$245,964 and \$247,854, respectively.

4. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective January 27, 2020 the Council renewed the revolving line of credit through December 31, 2020, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 11). At June 30, 2020 and 2019, the interest was stated at the bank's prime rate of 3.25% and 5.50%, respectively. There was no amount outstanding on this line of credit at June 30, 2020 and 2019.

5. PAYCHECK PROTECTION PROGRAM LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a Payroll Protection Program loan through the Small Business Administration. Loan forgiveness is possible if certain criteria are met. Any amounts not forgiven are to be repaid over a two-year period, with payments deferred for the first six months. Interest would be stated at 1%. As of the date of the audit report, the amount of the loan that will be eligible for forgiveness is unknown. The loan amounted to \$2,739,774, at June 30, 2020, and is recorded as a liability on the accompanying statement of financial position.

6. STATE OF NH – EMERGENCY HEALTHCARE SYSTEM RELIEF LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a loan through the State of New Hampshire Department of Health and Human Services' COVID-19 Emergency Healthcare System Relief Fund. The loan will mature 180 days after the expiration of the State of Emergency declared by the governor of NH. At the discretion of the lender, the loan may be forgiven and converted to a grant contingent upon certain criteria being met. As of the date of the audit report, the State of New Hampshire remained under the State of Emergency declaration. The loan amounted to \$50,000 at June 30, 2020, and is recorded as a liability on the accompanying statement of financial position.

7. NET ASSETS

Net assets with donor restrictions were made up of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,251,615 and \$1,301,778 for the years ended June 30, 2020 and 2019, respectively.

8. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2020 and 2019, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2020 and 2019 was \$78,621 and \$60,666, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019, approximately 81% and 84%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 85% and 68% of the total accounts receivable balances at June 30, 2020 and 2019, respectively.

10. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$295,318 and \$307,205 for the years ended June 30, 2020 and 2019, respectively.

The future minimum lease payments on the above leases are as follows:

Year Ending <u>June 30</u>	<u>Amount</u>
2021	\$ 160,173
2022	89,502
2023	77,640
2024	77,640
2025	<u>17,995</u>
Total	<u>\$ 422,910</u>

Refer to Note 11 for information regarding a lease agreement with a related party.

11. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2020</u>	<u>2019</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
Lakes Region Community Services Foundation	\$ 63,000	\$ 20,000	Program Support
<u>Paid To:</u>	<u>2020</u>	<u>2019</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Lakes Region Community Services Foundation	\$ 15,000	\$ 60	Foundation Contributions
<u>Due (To)/From:</u>	<u>2020</u>	<u>2019</u>	
Genera Corporation	\$ 33,771	\$ 4,272	
Greater Laconia Transit Agency	61,214	61,214	
Lakes Region Community Services Foundation	<u>(15,000)</u>	<u>(8,219)</u>	
	<u>\$ 79,985</u>	<u>\$ 57,267</u>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2020 and 2019.

The Council had expensed these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency had recorded the advances as deferred revenue and recognized the income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$6,312 for the years ended June 30, 2019. No amounts were included in revenue or expense during the year ended June 30, 2020.

12. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2020.

13. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2020 and 2019, client funds held by the Council aggregated \$452,318 and \$260,453, respectively.

14. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2020 and 2019. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$862,551 and \$852,568, respectively.

15. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 9, 2020, the date the June 30, 2020 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ 5,908	\$ 36,177	\$ 13,189	\$ 811,044	\$ -
Medicaid	929,103	3,337,199	595,451	3,341,361	216,917
Client resources	-	5,994	-	25,899	4,965
Other third party payers	1,463	-	-	-	-
Public support	-	20,000	-	-	-
Private foundations	-	-	-	-	-
Production/service income	465	115,752	3,047	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	163,010	-	-
Management fees	-	-	-	-	-
Other	1,996	97,910	195	162,085	8,215
TOTAL FUNCTIONAL REVENUES	<u>\$ 938,935</u>	<u>\$ 3,613,032</u>	<u>\$ 774,892</u>	<u>\$ 4,340,389</u>	<u>\$ 230,097</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Transportation</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 483,470	\$ 829	\$ -	\$ 39,903	\$ 79,757
Medicaid	9,283,305	4,549,912	-	-	-
Client resources	38,070	18,519	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	(4,728)
Private foundations	-	-	-	-	20,000
Production/service income	-	-	-	-	-
Investment	-	-	-	-	24,647
State of New Hampshire - DDS	178,887	108,268	-	-	917,936
Management fees	-	-	-	-	14,400
Other	<u>262,544</u>	<u>31,064</u>	<u>-</u>	<u>-</u>	<u>182,499</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 10,246,276</u>	<u>\$ 4,708,592</u>	<u>\$ -</u>	<u>\$ 39,903</u>	<u>\$ 1,234,511</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
Program fees	\$ -	\$ 1,470,277	\$ 61,183	\$ 1,531,460	\$ 1,478,072
Medicaid	-	22,253,248	156,390	22,409,638	21,326,918
Client resources	-	93,447	-	93,447	97,250
Other third party payers	-	1,463	-	1,463	5,281
Public support	6,061	21,333	512,352	533,685	490,077
Private foundations	-	20,000	172,163	192,163	78,500
Production/service income	-	119,264	320	119,584	169,225
Investment	-	24,647	-	24,647	24,491
State of New Hampshire - DDS	-	1,368,101	-	1,368,101	1,322,817
Management fees	-	14,400	-	14,400	14,616
Other	1,067	747,575	465,645	1,213,220	452,977
TOTAL FUNCTIONAL REVENUES	\$ 7,128	\$ 26,133,755	\$ 1,368,053	\$ 27,501,808	\$ 25,460,224

LAKES REGION COMMUNITY SERVICES COUNCIL, 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 NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	\$ 4,000
Promoting Safe and Stable Families	93.556	102-5000734-42107306	18,398
TANF CLUSTER			
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	134,441
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	<u>32,444</u>
			166,885
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	4,911
Social Services Block Grant	93.667	102-5000734-42106603	68,987
Department of Health and Human Services, Office of Human Services,			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>160,175</u>
			229,162
Child Abuse and Neglect Discretionary Activities	93.670	102-5000731-90070470	<u>42,085</u>
AGING CLUSTER			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>20,794</u>
Total U.S. Department of Health and Human Services			<u>\$ 486,235</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	<u>\$ 102,760</u>
Total U.S. Department of Education			<u>\$ 102,760</u>
<u>U.S. DEPARTMENT OF THE TREASURY</u>			
Passed through State of New Hampshire			
Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program			
Coronavirus Relief Fund	21.019	N/A	<u>\$ 731,657</u>
Total U.S. Department of the Treasury			<u>\$ 731,657</u>
Total expenditures of federal awards			<u>\$ 1,320,652</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

NOTE 1 BASIS OF PRESENTATION

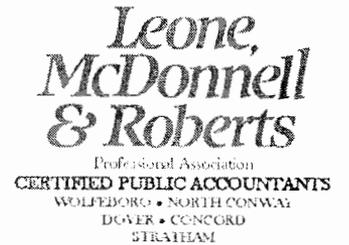
The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the 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 Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

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. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

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



LAKES REGION COMMUNITY SERVICES COUNCIL, 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
Lakes Region Community Services Council, Inc.
Laconia, 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 Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020, and have issued our report thereon dated October 9, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakes Region Community Services Council, Inc.'s internal control over financial reporting (internal control) to determine the 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 Lakes Region Community Services Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, 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 a 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 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakes Region Community Services Council, Inc.'s financial statements are free from 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 determination of financial statement amounts. 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*.

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

Wolfeboro, New Hampshire
October 9, 2020

LAKES REGION COMMUNITY SERVICES COUNCIL, 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
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2020. Lakes Region Community Services Council, 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 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 Lakes Region Community Services Council, 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 the audit 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). 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 Lakes Region Community Services Council, 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 Lakes Region Community Services Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of 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 Lakes Region Community Services Council, 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 Lakes Region Community Services Council, 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 Lakes Region Community Services Council, 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 a 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 have not been 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 McDonnell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 9, 2020

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are 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*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, 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 Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as major programs was: U.S. Department of the Treasury, Coronavirus Relief Fund, CFDA 21.019.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Lakes Region Community Services Council, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS–MAJOR FEDERAL AWARD PROGRAM AUDIT

None

Lakes Region Community Services

Board of Directors 2020 – 2021

Board List

Gary Lemay, President

Margaret Selig, Vice President

Rosa Michaud, Secretary

Jeanin Onos, Treasurer

R. Stuart Wallace, Past President

Carrie Chase, Member-at-Large

Lynn Hilbrunner, Member-at-Large

DIRECTORS

Randy Perkins

Richard Crocker

Garrett Lavallee

Catherine Walker

Thomas Costigan Jr.

Kurt Christensen

Kirk Beattie

Heather Dockham

Pamela Hannett

Emily Fortson

Matthew Canfield, *Director Emeritus*



Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

Management Award

NH Small Business Institute Project of the Year

♦ Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-for-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NH DHHS). Responsible for all funding compliance for NH DHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, complete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- Justice of the Peace, State of New Hampshire
- Notary Public, State of New Hampshire
- Leadership Lakes Region Class of 2008
- Proficiency in all Microsoft Office Applications
- Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion Paylocity, ADP and Harper's Payroll Systems
- Business Process Kaizen
- LEAN

BOARD SERVICE

- Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
- Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
- Board Member, Genera Corporation, 2016 – Current
- Corporator, Franklin Savings Bank

COMMUNITY SERVICE

- Middle Level Steering Committee, Moultonborough School District 2017 – Current
- Superintendent Search Committee, Moultonborough School District, 2016 - 2017
 - Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
 - Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
 - Den leader, Cub Scout Pack 369 2005 – 2015
 - Advancements Chair, Cub Scout Pack 369 2005 – 2009
- Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
 - Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
 - Youth Basketball Coach 2013 – 2014
- Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
- Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

A large, elegant, black calligraphic initial letter 'B' is positioned in the upper left corner of the page. The letter is highly stylized with flowing, decorative flourishes.

Rebecca L. Bryant

~References Available Upon Request~

Shelley Kelleher

Skills	Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP	
<hr/>		
	Lakes Region Community Services	Laconia, NH
2017-Present	Vice President & Chief Financial Officer -Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$30M and 400 employees.	
2012-2016	Controller -Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M. <ul style="list-style-type: none"> - Ensure 500 employees are paid accurately -Manage State and Federal contract funding ensuring compliance. -Review internal control procedures writing new and updating controls. -Liaison with external auditors for annual audit, A-133 audit, and 403B audit. -Prepare monthly financial statements for all businesses with over 300 cost centers. -403B Committee member. 	
2007-2011	Senior Staff Accountant -Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records. <ul style="list-style-type: none"> -Prepare, review, and distribute monthly operating statements. -Maintain chart of accounts. -Perform monthly balance sheet reconciliations. -Organize data collection and prepare audit schedules for external audit. -Assist in preparation of the annual budget. 	
	Arrow Enterprise Storage Solutions/AECS	Englewood, CO
2001-2006	Finance Manager -Manage controls and accuracy of financial data for \$300M division. <ul style="list-style-type: none"> -Budget and forecast P&L and ROWC. -Participate in quarterly business reviews, sales and budget reviews to Senior Management. -Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis. -Analyze and manage data through Access database and Visual Basic. -Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics. 	
	MOCA, Inc. An Arrow Company	Marlborough, MA
2000-2001	Senior Manager, Financial Planning and Analysis -Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics. <ul style="list-style-type: none"> -Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports. -Audit incentive bonus statistics. -Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming. -Supervise financial analyst in CA office. 	
1996-2000	Merisel, Incorporated	Marlborough, MA
	NAM Reporting and Financial Analysis Manager -Manage subsidiary reporting and analysis.	

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996 **State Street Bank & Trust Company** **Quincy, MA**

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education	Master of Studies in Law Wake Forest University Law School Winston Salem, NC	December 2019 Business Law and Compliance Certificate
	Master of Business Administration Bentley University, Waltham, MA Concentration: Finance	May 1993 Graduate School of Business
	BA in Economics and Political Science University of Massachusetts, Boston, MA	July 1987 School of Arts and Sciences

Volunteer Got Lunch! Laconia 2018 and 2019

Shannon M. Kelly



EDUCATION: **Wheelock College, Boston, MA**
Bachelors of Social Work, 1985

EXPERIENCE: **Lakes Region Community Services, Laconia, NH**
EXECUTIVE VICE PRESIDENT (2/17 to present)
Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)
Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)
Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

DIRECTOR OF HOME ASSIST (3/10 to 7/12)
Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)
Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

New England Salem Children's Trust, Runney, NH
DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)
Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

Lakes Region Community Services, Laconia, NH

DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

Center for Humanistic Change, North Adams, MA

CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)

VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

TRAINING:

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

REFERENCES:

Available upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Lakes Region Community Services Council

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: FY22-23 (7/1/21 - 6/30/23)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rebecca Bryant, President & CEO	\$150,000	75.00%	\$112,500.00
Shelley Kelleher, Vice President & CFO	\$110,000	75.00%	\$82,500.00
Shannon Kelly, Executive Vice President	\$100,000	75.00%	\$75,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$270,000.00

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

Subject: Area Agency (SS-2022-BDS-01-AREAA-05)

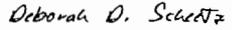
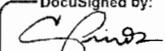
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Monadnock Developmental Services, Inc.</p>		<p>1.4 Contractor Address 121 Railroad Street Keene, NH 03431</p>	
<p>1.5 Contractor Phone Number (603) 352-1304</p>	<p>1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000</p>	<p>1.7 Completion Date June 30, 2023</p>	<p>1.8 Price Limitation \$6,880,340</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by:  Date: 6/13/2021</p>		<p>1.12 Name and Title of Contractor Signatory Mickey Cronin President, Board of Directors</p>	
<p>1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021</p>		<p>1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Servic</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 6/14/2021</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

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

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

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Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;
or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

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- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.

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- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

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- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
- 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
 - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.

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- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 385 children are served in State Fiscal Year (SFY) 2022 and 385 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.

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- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
 - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
- 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

9.3.1.1.5.1. Communication.

9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

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

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9.5.4.1. ServiceLink.

9.5.4.2. Area Agencies.

9.5.4.3. The Department.

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

9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.

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

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

10. Room and Board

10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.

10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.

10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.

10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.

10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. File Reviews and Audits

11.1. Service File Reviews

11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 11.1.1.3.1. Driving records.
 - 11.1.1.3.2. Background checks.
 - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

11.2. Governance Audit

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 11.2.1.2. Executive Director qualifications.
 - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 11.2.1.6. Communication strategy.
 - 11.2.1.7. Quality assurance activities and training.
 - 11.2.1.8. Subcontracting agreements.
 - 11.2.1.9. Plan of correction from last redesignation, if applicable.
 - 11.2.1.10. Sentinel event policy and documentation.
 - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

11.3. Redesignation Review

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 11.3.2.1. Governance Audit.
 - 11.3.2.2. Financial Condition with 5-year trend analysis.
 - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 11.3.2.6. Summary of Employment Supports for Individuals.
 - 11.3.2.7. Service File Review findings.
 - 11.3.2.8. Summary of stakeholder engagement.

12. Complaint Investigation

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 12.2.1. Complying with the recommendations in each Complaint Report;
 - 12.2.2. Retaining documentation of compliance; and
 - 12.2.3. Sharing documentation, as requested by the Department.

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12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual served through this Agreement.

12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

13. Data Systems

13.1. Employment Data System

13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.

13.1.2. The Contractor shall ensure data includes, but is not limited to:

13.1.2.1. Job end date.

13.1.2.2. Changes in hours worked.

13.1.2.3. Changes in wages earned.

13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

13.2. Service Activity System

13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.

13.2.2. The Contractor shall ensure data includes:

13.2.2.1. Complete intake processing;

13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;

13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;

13.2.2.4. Indication of when an individual received services if services are non-billable; and

13.2.2.5. Accurate and non-duplicative data.

14. Criminal Background and State Registry Checks

14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

15. Confidentiality

- 15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with individuals or individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

16. Maintenance of Fiscal Integrity:

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

- 16.2. The Contractor agrees to financial performance standards as follows:

16.2.1. Days of Cash on Hand:

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

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.

b. Definition: The ratio of Net Income to the year to date debt service.

c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

16.2.4. Net Assets to Total Assets:

a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.

b. Definition: The ratio of the Contractor's net assets to total assets.

c. Formula: Net assets (total assets less total liabilities) divided by total assets.

d. Source of Data: The Contractor's Monthly Financial Statements.

e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

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

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

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

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

16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and

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2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
 - 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
 - 16.2.11.2. Requests shall be made in writing;
 - 16.2.11.3. Requests shall be sent to the director or designee;

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

16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

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

17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."

17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.

17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:

17.3.1. Identification of Designated Area Agency Delivery System functions;

17.3.2. Rate modeling, analysis and development; and

17.3.3. Related committee work.

18. Exhibits Incorporated

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Performance Measures

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

20.3. Credits and Copyright Ownership

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services."

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

20.4. Operation of Facilities: Compliance with Laws and Regulations

- 20.4.1. 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 Agreement 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.

21. Records

- 21.1. The Contractor shall keep records that include, but are not limited to:
 - 21.1.1. Books, records, documents and other electronic or physical 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.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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EXHIBIT C

PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$3,000
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family

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Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$74,591.**

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

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting

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that will not change whether or not an individual resides in the residential setting; and

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

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

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

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

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

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.

9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above

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

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

9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

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

9.1.4. The State may withhold, in whole or in part, any contract payment for the

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.

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

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

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

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

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

10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.

10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

shall be allocated by source strictly in accordance with the approved budget.

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

- 14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. 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.

**New Hampshire Department of Health and Human Services
Exhibit D**



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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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:

6/13/2021

Date

DocuSigned by:

 Name: Mickey Cronin
 Title: President, Board of Directors

Vendor Initials 
 Date 6/13/2021



New Hampshire Department of Health and Human Services
Exhibit E

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

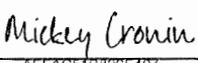
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/13/2021
Date

DocuSigned by:

 Name: Mickey Cronin
 Title: President, Board of Directors

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MC

Vendor Initials
Date 6/13/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**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.

Contractor Name:

6/13/2021

Date

DocuSigned by:
Mickey Cronin
Name: Mickey Cronin
Title: President, Board of Directors

Contractor Initials *MC*
Date 6/13/2021



**New Hampshire Department of Health and Human Services
Exhibit G**

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/13/2021

Date

DocuSigned by:

Mickey Cronin

Name: Mickey Cronin

Title: President, Board of Directors

Exhibit G

Contractor Initials

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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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/13/2021

Date

DocuSigned by:

Mickey Cronin

Name: Mickey Cronin

Title: president, Board of Directors



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials MC

Date 6/13/2021



New Hampshire Department of Health and Human Services

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 Associate

3/2014

Contractor Initials MC

Date 6/13/2021



New Hampshire Department of Health and Human Services

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. MC



New Hampshire Department of Health and Human Services

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Monadnock Developmental Services

The State

Name of the Contractor

Deborah D. Scheetz

Mickey Cronin

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Mickey Cronin

Name of Authorized Representative
Director Division of Long Term Supports and Services

Name of Authorized Representative
President, Board of Directors

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/13/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/13/2021

Date

DocuSigned by:

Name: Mickey Cronin

Title: President, Board of Directors



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 158556217

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 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: _____

Contractor Initials MC
Date 6/13/2021

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

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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

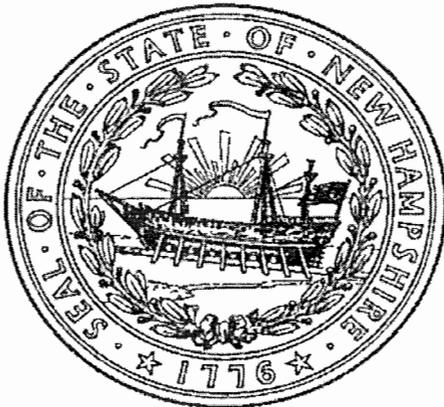
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 cursive script, appearing to read "William M. 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.



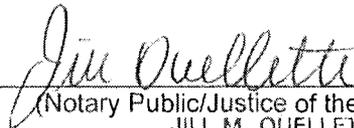
Timothy Jordan, Treasurer

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



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

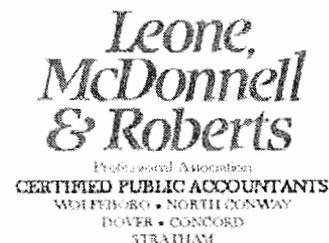
JUNE 30, 2020 AND 2019

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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.	Eliminations	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
	<u>\$ 8,118,076</u>	<u>\$ 2,979,495</u>	<u>\$ -</u>	<u>\$ 11,097,571</u>	<u>\$ 8,978,284</u>
Total assets					

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
	<u>5,328,785</u>	<u>2,605,389</u>	<u>-</u>	<u>7,934,174</u>	<u>5,464,374</u>
Total liabilities					

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	-
	<u>2,789,291</u>	<u>374,106</u>	<u>-</u>	<u>3,163,397</u>	<u>3,513,910</u>
Total net assets					
Total liabilities and net assets	<u>\$ 8,118,076</u>	<u>\$ 2,979,495</u>	<u>\$ -</u>	<u>\$ 11,097,571</u>	<u>\$ 8,978,284</u>

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	<u>32,884,135</u>	<u>322,842</u>	<u>(249,593)</u>	<u>32,957,384</u>	<u>31,190,029</u>
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	<u>33,249,015</u>	<u>312,775</u>	<u>(249,593)</u>	<u>33,312,197</u>	<u>30,764,044</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>(364,880)</u>	<u>10,067</u>	<u>-</u>	<u>(354,813)</u>	<u>425,985</u>
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	<u>4,300</u>	<u>-</u>	<u>-</u>	<u>4,300</u>	<u>(53,606)</u>
CHANGES IN NET ASSETS	<u>(360,580)</u>	<u>10,067</u>	<u>-</u>	<u>(350,513)</u>	<u>372,379</u>
NET ASSETS - BEGINNING OF YEAR	<u>3,149,871</u>	<u>364,039</u>	<u>-</u>	<u>3,513,910</u>	<u>3,141,531</u>
NET ASSETS - END OF YEAR	<u>\$ 2,789,291</u>	<u>\$ 374,106</u>	<u>\$ -</u>	<u>\$ 3,163,397</u>	<u>\$ 3,513,910</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**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	-	227,563	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	43,868	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	16,075	-	-	-	16,075	-	16,075	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	\$ 1,411,985	\$ 995,509	\$ 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:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
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>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>	<u>2020</u>	<u>2019</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
<u>RAILROAD STREET MILL, INC.</u>		
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.	<u>162,500</u>	<u>157,595</u>
	<u>\$ 3,028,551</u>	<u>\$ 3,133,963</u>

The scheduled maturities of long term debt as of June 30, 2020 were as follows:

<u>Year Ended 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:

Year Ended <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	<u>\$ 38,983</u>	<u>\$ 151,349</u>
Cash paid for interest	<u>\$ 125,015</u>	<u>\$ 132,889</u>

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	<u>173,484</u>	<u>156,262</u>
Total cash, cash equivalents and restricted cash	<u>\$ 3,187,301</u>	<u>\$ 2,934,992</u>

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>	<u>\$ -</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	<u>\$ 1,416,089</u>	<u>\$ 1,182,245</u>	<u>\$ 957,006</u>	<u>\$ 21,335,230</u>	<u>\$ 7,745,959</u>	<u>\$ 32,536,529</u>	<u>\$ 251,906</u>	<u>\$ 322,842</u>	<u>\$ 574,748</u>	<u>\$ 33,211,277</u>	<u>\$ (249,593)</u>	<u>\$ 32,961,684</u>	<u>\$ 31,136,423</u>

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	\$ <u>20,172</u>
Total U.S. Department of Housing and Urban Development				\$ <u>20,172</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	\$ <u>1,037,764</u>
Total U.S. Department of the Treasury				\$ <u>1,037,764</u>
<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	\$ <u>152,400</u>
Total U.S. Department of Education				\$ <u>152,400</u>
<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	\$ <u>39,096</u>
Total U.S. Department of Health & Human Services				\$ <u>39,096</u>
TOTAL				\$ <u>1,249,432</u>

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		Keene	NH	03431	
James Schofield	12/1/2020	11/30/2023	President		Keene	NH	03431	
Timothy Jordan	12/1/2020	11/30/2023	Treasurer		Keene	NH	03431	
Beth Provost	12/1/2018	11/30/2021	Secretary		Keene	NH	03431	
Mickey Cronin	12/1/2020	11/30/2023	Vice President		Chesterfield	NH	03466	
Elizabeth Kenney	12/1/2018	11/30/2021	member		Peterborough	NH	03458	
Terry Manahan	12/1/2020	11/30/2023	member		Harrisville	NH	03450	
Adele Remillard	12/1/2019	11/30/2022	member		Jaffrey	NH	03452	
Ben Schiffelbein	2/19/2018	11/30/2020	member		Keene	NH	03431	
Sand Seligman	12/1/2020	11/30/2023	member		Keene	NH	03431	
Jeanne Hearn	12/1/2020	11/30/2023	member		Keene	NH	03431	
Steven Nelson	12/1/2018	11/30/2021	member/Council Liason		Temple	NH	03084	

Alan Greene

Current Employment

Monadnock Developmental Services, Inc.

Keene, NH

Executive Director,

Responsible for policy, planning, administering and monitoring services for all citizens with a developmental disability in New Hampshire's Region V.

Education

Temple University

Philadelphia, PA

Master's level Special Education certification

Ph.D. program in Educational Psychology (ABD)

Drew University

Madison, NJ

Bachelor of Arts in Psychology

Mary-Anne Wisell

Education

Keene State College

Bachelor of Science May 1990

Elementary Education

Work Experience

Director of Operations Monadnock Developmental Services, Keene, NH 2006- Present

- Supervise Service Coordination Supervisors, Nurse Trainers, Intake, START Coordinators and Human Resources
- Working with department heads and senior management to get the best performance from staff
- Create and oversee systems to monitor quality assurance in regional services
- Assist with crisis intervention, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development
- Facilitate Strategic Planning
- Participate in statewide and community
- Assist with special projects and assignments when needed

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2004- 2006

- Supervise 13 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed
- Coordinate caseload of 5-8 individuals; facilitate team meetings and individual needs

Adult Service Coordinator Monadnock Developmental Services, Keene, NH 2002-2004

- Facilitate team meetings and program development to work towards individuals' goals and dreams
- Write annual Individual Service Agreement, monthly contact notes and funding requests
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion
- Maintain contact with individuals, families, guardians and vendor agencies

Committee Membership

- MDS Human Rights Committee
- MDS Budget Committee
- Monadnock Region Council for Healthier Community
- Regional NH Care Path Committee
- MDS Risk Management Committee
- Statewide Risk Management Committee
- CSNI Quality Improvement Committee
- Bureau Of Developmental Services Medication Committee

Joel D. Fitzpatrick

Director of Finance

Experience

Monadnock Developmental Services, Keene, NH

2009 to Present

Director of Finance

Responsible for all financial operations of a \$35 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities.

Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

Education

University of Massachusetts, Amherst, MA

ALISON V. SCALIA

Education

Springfield College, Springfield, MA
Bachelor of Science May 2004
Sports Biology Major

Work Experience

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2010- Present

- Supervise 10 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving.
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals.
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed.
- Coordinate caseload of 10 individuals; facilitate team meetings and individual needs.

Adult Service Coordinator Monadnock Developmental Services, Keene, NH January 2008-May 2010

- Facilitate team meetings and program development to work towards individuals' goals and dreams.
- Write annual Service Plans, monthly notes and narratives for funding.
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion.
- Maintain contact with individuals, families, guardians and vendor agencies.
- Assist with special projects and assignments when needed.
- Co-coordination REACT program, active member of Safety Committee and Dance Committee.

High School Program Manager Best Buddies Connecticut, New Haven, CT July 2005-July 2007

- Coordinated trainings for over 100 student leaders focusing on intellectual disabilities.
- Recruited, motivated, encouraged and trained committed volunteers to assist in running local chapters and increase personal commitment.
- Organized and led leadership development training for students with intellectual disabilities.
- Oversaw all day-to-day operations of 18 chapters within the region totaling 600 participants.
- Assisted State Director to maintain funding for half million dollar budget.
- Honored as National Employee of the Month for January 2007.

Direct Support Professional Monadnock Developmental Services, Keene, NH November 2004- July 2005

- Coordinated and aided in daily living skills, socialization, and leisure activities for individuals with disabilities and intellectual disabilities in the community.
- Administered medication.

References available upon request.

Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

December 2007 – present

Responsibilities: Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Monadnock Developmental Services, Inc.

Name of Program/Service: R5 Area Agency: DD/ABD waiver services

BUDGET PERIOD:	FY22/23		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Alan Green, Executive Director	\$147,192	0.00%	\$0.00
Mary-Anne Wisell, Director of Operations	\$89,154	0.00%	\$0.00
Joel Fitzpatrick, Director of Finance	\$79,580	0.00%	\$0.00
Alison Scalia, Adult Service Coordination Supv.	\$56,238	0.00%	\$0.00
Lynn Yeiter, Children's Service Coordination Supv.	\$51,695	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)	\$0	0.00%	\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Area Agency (SS-2022-BDS-01-AREAA-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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester, NH 03102	
1.5 Contractor Phone Number (603) 206-2700	1.6 Account Number 05-95-93-930010-7013; 05-95-93-930010-7014; 05-95-93-930010-7852; 05-95-93-930010-5947; 05-95-93-930010-71000000; 05-95-93-930010-70160000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$7,514,150
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Janet Bamberg President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 6/14/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement the following definitions shall apply:
 - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
 - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
 - 1.1.3. State fiscal year shall mean July 1 through June 30.
 - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
 - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;
or
 - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
 - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
 - 1.4.2. Are on Medicaid; and
 - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
 - 1.7.1. The NH Department of Health and Human Services and its' programs.
 - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
 - 1.7.3. The NH Developmental Disabilities Council.
 - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
 - 1.8.1. Name of the individual.
 - 1.8.2. Last date that the individual received services.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
 - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
 - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
 - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

3. Health Risk Screening Tool

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
 - 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
 - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

4. Waitlist Registry

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

5. Out-of-State Placements:

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

6. Family Centered Early Supports and Services

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.

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- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum 830 children are served in State Fiscal Year (SFY) 2022 and 830 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
 - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
 - 6.4.2. Services start no later than 30 days from the IFSP start date; and
 - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
 - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
 - 6.7.3. All staff shall have training in procedural safeguards, annually.
 - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
 - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
 - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.

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- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
 - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

7. FCESS Supplemental Services Funding

- 7.1. The Contractor shall identify needed support services for children:
- 7.1.1. Who have a signed IFSP in place;
 - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
 - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

8. Family Support Services and Respite Services

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
 - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
 - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
 - 8.6.1. Partners in Health.
 - 8.6.2. Special Medical Services Care Coordination.
 - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

9. Collaboration with Other Agencies and Systems

9.1. National Core Indicators

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
 - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
 - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
 - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
 - 9.1.1.3.4. Ensure the individual's need is met.

9.2. Community Mental Health Centers

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
 - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
 - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
 - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
 - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
 - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.3. Regional Public Health Networks

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 9.3.1.1.1. Strategies to ensure public health information is communicated;
 - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
 - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
 - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
 - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:
 - 9.3.1.1.5.1. Communication.
 - 9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

9.4. Employment Services Leadership Committee

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

9.5. No Wrong Door System (NWD)

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

9.5.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:

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- 9.5.4.1. ServiceLink.
- 9.5.4.2. Area Agencies.
- 9.5.4.3. The Department.

- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

10. Room and Board

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.
- 10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

11. File Reviews and Audits

11.1. Service File Reviews

- 11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 11.1.1.3.1. Driving records.
 - 11.1.1.3.2. Background checks.
 - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

11.2. Governance Audit

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
 - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
 - 11.2.1.2. Executive Director qualifications.
 - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
 - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
 - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
 - 11.2.1.6. Communication strategy.
 - 11.2.1.7. Quality assurance activities and training.
 - 11.2.1.8. Subcontracting agreements.
 - 11.2.1.9. Plan of correction from last redesignation, if applicable.
 - 11.2.1.10. Sentinel event policy and documentation.
 - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
 - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

11.3. Redesignation Review

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
 - 11.3.2.1. Governance Audit.
 - 11.3.2.2. Financial Condition with 5-year trend analysis.
 - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
 - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
 - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 11.3.2.6. Summary of Employment Supports for Individuals.
 - 11.3.2.7. Service File Review findings.
 - 11.3.2.8. Summary of stakeholder engagement.

12. Complaint Investigation

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
 - 12.2.1. Complying with the recommendations in each Complaint Report;
 - 12.2.2. Retaining documentation of compliance; and
 - 12.2.3. Sharing documentation, as requested by the Department.

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12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual served through this Agreement.

12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

13. Data Systems

13.1. Employment Data System

13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.

13.1.2. The Contractor shall ensure data includes, but is not limited to:

13.1.2.1. Job end date.

13.1.2.2. Changes in hours worked.

13.1.2.3. Changes in wages earned.

13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

13.2. Service Activity System

13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.

13.2.2. The Contractor shall ensure data includes:

13.2.2.1. Complete intake processing;

13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;

13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;

13.2.2.4. Indication of when an individual received services if services are non-billable; and

13.2.2.5. Accurate and non-duplicative data.

14. Criminal Background and State Registry Checks

14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

15. Confidentiality

15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

16. Maintenance of Fiscal Integrity:

16.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Area Agencies that operate as dual agencies for Behavioral Health and Developmental Disabilities services shall break out these statements separately for Developmental Disabilities (DD) & Bureau of Mental Health Services (BHMS). Statements shall be submitted within thirty (30) calendar days after each month end.

16.2. The Contractor agrees to financial performance standards as follows:

16.2.1. Days of Cash on Hand:

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

16.2.4. Net Assets to Total Assets:

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

16.2.5. In the event that the Contractor does not meet either:

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and

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- 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.
- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
- 16.2.11.2. Requests shall be made in writing;
- 16.2.11.3. Requests shall be sent to the director or designee;

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16.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and

16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

16.2.11.9. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

- 17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."
- 17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 17.3. The Contactor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
 - 17.3.1. Identification of Designated Area Agency Delivery System functions;
 - 17.3.2. Rate modeling, analysis and development; and
 - 17.3.3. Related committee work.

18. Exhibits Incorporated

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Performance Measures

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

20.3. Credits and Copyright Ownership

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

20.4. Operation of Facilities: Compliance with Laws and Regulations

- 20.4.1. 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 Agreement 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.

21. Records

- 21.1. The Contractor shall keep records that include, but are not limited to:
 - 21.1.1. Books, records, documents and other electronic or physical 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.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

**New Hampshire Department of Health and Human Services
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EXHIBIT B

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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

PAYMENT TERMS

1. This Agreement funded by other, general and federal funds as follows:
 - 1.1. 82% General Funds.
 - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
 - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
 - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
 - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
 - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$3,000**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
 - 6.1. The Contractor shall seek reimbursement from the Department for Family

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Regional Family Support Council

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$155,765.

8. Payment for Room and Board Expenses for individuals who receive Residential Services

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
 - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same

**New Hampshire Department of Health and Human Services
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EXHIBIT C

residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.

8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above

9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

Agreement.

- 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
 - 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
 - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
 - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
 - 9.3. The Department reserves the right withhold 3% of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
 - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
 - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
- 10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any

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Area Agency**

EXHIBIT C

event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

11. Billing for Services covered under Medicaid

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit

**New Hampshire Department of Health and Human Services
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EXHIBIT C

Requirements for Federal awards.

- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. 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.



New Hampshire Department of Health and Human Services
Exhibit D

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

Vendor Initials JB
Date 6/11/2021



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:

6/11/2021

Date

DocuSigned by:

 Name: Janet Bamberg
 Title: President and CEO

Vendor Initials 
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit E

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:

6/11/2021

Date

DocuSigned by:

Janet Bamberg

Name: Janet Bamberg

Title: President and CEO

DS
JB

Vendor Initials

6/11/2021

Date



**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



**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.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO

DS
JB



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials DS
JB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO

Exhibit G

Contractor 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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/11/2021

Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

JB

Date 6/11/2021



New Hampshire Department of Health and Human Services

Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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

3/2014

Contractor Initials JB

Date 6/11/2021



New Hampshire Department of Health and Human Services

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.

3/2014

Contractor Initials

JB

Date 6/11/2021



New Hampshire Department of Health and Human Services

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 Moore Center

The State

Name of the Contractor

Deborah D. Scheetz

Janet Bamberg

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Janet Bamberg

Name of Authorized Representative
Director Division of Long Term Support

Name of Authorized Representative
and Services
President and CEO

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/11/2021

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/11/2021

Date

DocuSigned by:

Janet Bamberg

Name: Janet Bamberg

Title: President and CEO

DS
JB

Contractor Initials

6/11/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978223

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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: _____

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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

State of New Hampshire

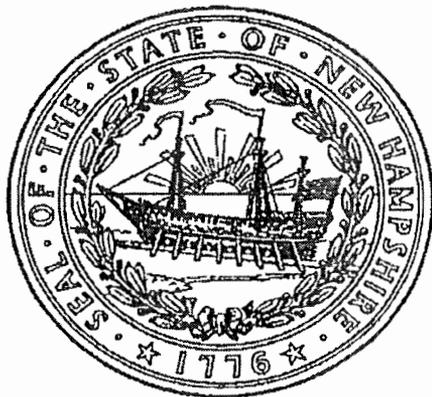
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MOORE CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on September 12, 2011. 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: 658675

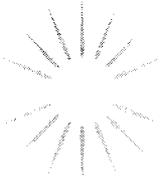
Certificate Number: 0004989948



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of August A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



The Moore Center
Creating opportunities for a good life.™

CERTIFICATE OF VOTE

I, Heidi Copeland, Secretary, do hereby certify that:

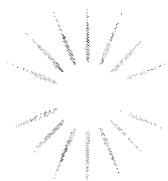
1. I am a duly elected Officer of Moore Center Services, Inc.
2. The following is a true copy of the resolutions duly adopted at a meeting of the Board of Directors of the Agency duly held on June 11, 2021:

RESOLVED: That Matt Kfoury, Chair, Sue Majewski, Vice Chair, and Ralf Kraemer, Treasurer hereby authorize Janet Bamberg, President & CEO to enter into the contract with the State, on behalf of this Agency, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

RESOLVED: That the Price Limitation on the contract is \$7,514,150.

3. The forgoing resolutions have not been amended or revoked, and remains in full force and effect as of the 11th day of June, 2021.

Heidi Copeland, Secretary



The Moore Center
Creating opportunities for a good life.™

MISSION STATEMENT

Mission:

“The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life.”

Vision:

“We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. “

Moore Center Services, Inc.

Consolidated Financial Statements

Years Ended June 30, 2020 and 2019

WIPFLI



Independent Auditor's Report

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Moore Center Services, Inc. and Moore Realty, Inc., which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States; 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 auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Governmental 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 auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moore Center Services, Inc. and Moore Realty, Inc. 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 accounting principles generally accepted in the United States.



Emphasis of Matter - Change in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the entities adopted four new Accounting Standard Updates as of and for the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report, dated October 8, 2020, on our consideration of Moore Center Services, Inc. and Moore Realty, 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 the Moore Center Services, Inc. and Moore Realty, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Governmental Auditing Standards in considering the Moore Center Services, Inc. and Moore Realty, Inc.'s internal control over financial reporting and compliance.

Wipfli LLP

Wipfli LLP
Bedford, New Hampshire
October 8, 2020

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Financial Position

<i>June 30,</i>	2020	2019
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,291,952	\$ 3,393,934
Cash held for restricted purposes	1,891,126	-
Accounts receivable:		
Medicaid	3,724,655	2,526,829
Other - net of allowance for doubtful accounts of \$31,031 in 2020 and \$34,641 in 2019	825,371	246,793
Contributions receivable	20,478	42,088
Prepaid expenses	389,447	183,436
Client and tenant funds	331,838	232,086
Total current assets	10,474,867	6,625,166
Property and equipment, net	5,080,685	5,398,736
Other assets:		
Deposits	8,500	8,500
Interest in assets held by New Hampshire Charitable Foundation	191,241	192,728
Investments - reserved for deferred compensation plan	1,140,606	1,120,918
Total other assets	1,340,347	1,322,146
Total assets	\$ 16,895,899	\$ 13,346,048

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Financial Position

<i>June 30,</i>	2020	2019
Liabilities and Net Assets		
Current liabilities:		
Current portion of mortgage bonds payable	\$ 115,000	\$ 110,000
Current portion of notes payable	82,748	112,076
Accounts payable	1,512,386	878,724
Deferred grant revenue	1,891,126	-
Other liabilities	390,100	170,729
Accrued salaries and wages	857,213	526,184
Accrued payroll taxes	73,526	46,695
Accrued earned time	181,731	179,258
Due to clients and tenants	331,838	232,086
Total current liabilities	5,435,668	2,255,752
Long-term liabilities:		
Mortgage bonds payable, less current portion shown above:		
Principal amount	3,110,000	3,225,000
Less: unamortized financing costs	153,725	166,301
Mortgage bonds payable, less unamortized financing costs	2,956,275	3,058,699
Notes payable, less current portion shown above	93,490	169,851
Interest rate swap agreement	916,068	654,626
Deferred compensation plan	1,140,606	1,120,918
Total long-term liabilities	5,106,439	5,004,094
Total liabilities	10,542,107	7,259,846
Net assets:		
Without donor restrictions	6,246,898	6,037,870
With donor restrictions	106,894	48,332
Total net assets	6,353,792	6,086,202
Total liabilities and net assets	\$ 16,895,899	\$ 13,346,048

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statement of Activities

<i>For the Year Ended June 30, 2020</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Revenue from contracts with customers	\$ 60,151,772	\$ -	\$ 60,151,772
Grant and contribution revenue and other support	2,534,040	121,045	2,655,085
Net assets released from restrictions	62,483	(62,483)	-
Investment income, net	70,436	-	70,436
Total revenues	62,818,731	58,562	62,877,293
Expenses:			
Program services:			
Service coordination services	4,251,802	-	4,251,802
Day services	9,719,934	-	9,719,934
Residential services	25,291,529	-	25,291,529
Combined day and residential services	5,620,789	-	5,620,789
Family directed services	8,222,838	-	8,222,838
Independent living services	200,260	-	200,260
Family support services	1,021,196	-	1,021,196
Early supports and services	2,305,423	-	2,305,423
Other program services	2,399,370	-	2,399,370
Supporting services:			
General management	3,315,120	-	3,315,120
Total expenses	62,348,261	-	62,348,261
Change in net assets, before loss on interest rate swap agreement	470,470	58,562	529,032
Loss on interest rate swap agreement	(261,442)	-	(261,442)
Change in net assets	209,028	58,562	267,590
Net assets - beginning of year	6,037,870	48,332	6,086,202
Net assets - end of year	\$ 6,246,898	\$ 106,894	\$ 6,353,792

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statement of Activities

<i>For the Year Ended June 30, 2019</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Revenue from contracts with customers	\$ 54,413,758	\$ -	\$ 54,413,758
Grant and contribution revenue and other support	649,497	96,138	745,635
Net assets released from restrictions	211,775	(211,775)	-
Investment income, net	110,450	-	110,450
Total revenues	55,385,480	(115,637)	55,269,843
Expenses:			
Program services:			
Service coordination services	4,035,461	-	4,035,461
Day services	9,361,354	-	9,361,354
Residential services	20,879,189	-	20,879,189
Combined day and residential services	5,170,950	-	5,170,950
Family directed services	6,455,083	-	6,455,083
Independent living services	230,375	-	230,375
Family support services	1,022,404	-	1,022,404
Early supports and services	2,245,644	-	2,245,644
Other program services	2,365,061	-	2,365,061
Supporting services:			
General management	3,215,539	-	3,215,539
Total expenses	54,981,060	-	54,981,060
Change in net assets, before loss on interest rate swap agreement	404,420	(115,637)	288,783
Loss on interest rate swap agreement	(146,800)	-	(146,800)
Change in net assets	257,620	(115,637)	141,983
Net assets - beginning of year	5,780,250	163,969	5,944,219
Net assets - end of year	\$ 6,037,870	\$ 48,332	\$ 6,086,202

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.
Consolidated Statement of Functional Expenses

<i>For the Year Ended June 30, 2020</i>	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	\$ 12,694,538	\$ 1,437,814	\$ 528,705	\$ 10,728,019	\$ 2,470,655	\$ 2,162,507	\$ 1,596,347	\$ 1,057,733	\$ 2,019,866	\$ 57,650	\$ 383,090	\$ 980,171
Employee benefits	2,998,731	309,290	137,713	2,551,728	688,834	551,761	329,109	310,905	299,113	11,385	70,815	289,806
Payroll taxes	880,915	60,620	38,633	781,662	175,183	165,449	115,907	75,970	147,013	4,416	28,391	69,333
Client payments	312,428	208,250	-	104,178	10,263	92,210	-	1,517	188	-	-	-
Contracted substitute staff	64,087	50,776	-	13,311	13,311	-	-	-	-	-	-	-
Client treatment services	10,706,419	-	1,613,639	9,092,780	-	65,963	2,965,451	3,806,261	1,973,710	-	281,395	-
Client therapies	4,260,973	611	-	4,260,362	404,132	763	725,625	22,954	3,070,409	-	20,218	16,261
Accounting	42,358	42,358	-	-	-	-	-	-	-	-	-	-
Audit fees	55,686	55,686	-	-	-	-	-	-	-	-	-	-
Legal fees	15,060	15,060	-	-	-	-	-	-	-	-	-	-
Other professional fees	258,536	151,443	12,483	94,610	46,303	4,014	5,277	2,559	1,868	72	686	33,831
Subcontractors	26,989,394	-	280	26,989,114	95,763	6,102,497	19,288,486	97,445	508,193	112,075	-	784,655
Staff development and training	33,863	13,459	850	19,554	9,961	3,867	577	387	-	-	100	4,662
Bond and bank fees	41,447	41,447	-	-	-	-	-	-	-	-	-	-
Interest expense	165,389	157,004	-	8,385	-	6,174	198	2,013	-	-	-	-
Facility expense	430,745	197,365	592	232,788	36,101	77,004	39,642	51,421	16,477	-	4,615	7,528
Office expense	87,466	47,857	181	39,428	8,454	6,549	6,060	15,039	299	-	447	2,580
Client consumables	140,402	61	-	140,341	8,160	38,997	25,836	22,584	42,628	2,136	-	-
Equipment rental and maintenance	414,450	76,437	19,445	318,568	85,174	77,197	56,736	36,938	11,789	2,040	13,688	35,006
Depreciation	501,962	52,728	25,871	423,363	113,955	103,407	74,673	47,898	15,703	2,723	18,184	46,820
Advertising	30,262	25,853	-	4,409	-	-	-	-	4,409	-	-	-
Printing	8,203	5,060	-	3,143	-	-	-	-	-	-	2,514	529
Telephone and communications	96,610	14,068	5,054	77,488	20,590	17,943	11,273	7,484	6,810	1,268	1,138	10,982
Postage and shipping	26,826	26,194	-	632	632	-	-	-	-	-	-	-
Transportation	414,358	4,867	15,109	394,382	17,799	210,015	35,596	29,937	72,360	6,495	1,687	20,493
Assistance to individuals	229,734	945	-	228,789	5,931	-	11,248	3,265	30,470	-	177,875	-
Insurance	131,954	86,760	-	45,194	-	33,057	3,488	8,354	295	-	-	-
Membership dues and fees	14,414	12,077	400	1,937	388	75	-	-	119	-	-	1,355
In-kind expenses	85,568	65,568	-	20,000	-	-	-	20,000	-	-	-	-
Other expenses	215,483	155,462	415	59,606	40,213	485	-	125	1,119	-	16,253	1,411
Total	\$ 62,348,261	\$ 3,315,120	\$ 2,399,370	\$ 56,633,771	\$ 4,251,802	\$ 9,719,934	\$ 25,291,529	\$ 5,620,789	\$ 8,222,838	\$ 200,260	\$ 1,021,196	\$ 2,305,423

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.
Consolidated Statement of Functional Expenses

<i>For the Year Ended June 30, 2019</i>	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	\$ 11,448,261	\$ 1,422,871	\$ 846,737	\$ 9,178,653	\$ 2,303,157	\$ 1,978,641	\$ 1,300,769	\$ 866,824	\$ 1,394,430	\$ 64,243	\$ 337,390	\$ 933,199
Employee benefits	3,621,068	531,466	231,191	2,858,411	768,003	605,441	370,844	373,122	363,084	30,989	73,130	273,798
Payroll taxes	825,575	80,452	64,359	680,764	164,551	157,727	94,005	61,823	105,496	4,782	25,195	67,185
Client payments	151,255	-	-	151,255	15,548	134,471	895	-	341	-	-	-
Contracted substitute staff	42,332	5,870	-	36,462	31,174	-	-	-	-	-	-	5,288
Client treatment services	9,267,663	-	1,076,005	8,191,658	-	-	2,704,146	3,607,575	1,578,587	-	301,350	-
Client therapies	3,417,506	-	-	3,417,506	296,381	763	714,286	26,217	2,348,583	-	4,000	27,276
Accounting	40,118	40,118	-	-	-	-	-	-	-	-	-	-
Audit fees	47,081	47,081	-	-	-	-	-	-	-	-	-	-
Legal fees	25,221	20,725	274	4,222	2,311	641	431	270	85	29	142	313
Other professional fees	246,553	153,696	5,318	87,539	45,801	1,455	5,614	298	2,805	-	51	31,515
Subcontractors	22,771,286	10,423	100	22,760,763	73,485	5,871,560	15,434,400	-	490,809	111,059	-	779,450
Staff development and training	41,053	19,538	280	21,235	12,685	1,618	1,891	882	-	-	659	3,500
Bond and bank fees	35,870	35,460	-	410	174	12	-	28	196	-	-	-
Interest expense	173,397	160,145	-	13,252	-	9,889	343	3,020	-	-	-	-
Facility expense	424,778	163,593	2,262	258,923	22,113	104,540	48,867	57,515	13,546	1,683	4,622	6,037
Office expense	66,307	37,305	1,597	27,405	5,283	7,452	2,744	8,268	547	-	173	2,938
Client consumables	136,479	-	-	136,479	9,612	46,442	25,383	22,267	32,775	-	-	-
Bad debts	10,000	10,000	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	373,389	85,803	28,302	259,284	73,556	61,014	41,004	26,514	12,986	2,475	12,188	29,547
Depreciation	506,533	68,519	40,835	397,179	111,862	95,128	63,618	41,303	21,151	3,071	15,975	45,071
Advertising	8,129	7,969	160	-	-	-	-	-	-	-	-	-
Printing	4,379	2,099	-	2,280	-	-	-	-	-	-	1,271	1,009
Telephone and communications	90,269	23,277	5,454	61,538	18,466	13,124	7,788	3,730	5,886	1,078	1,486	9,980
Postage and shipping	25,153	25,005	-	148	102	-	-	7	-	-	39	-
Transportation	522,382	7,204	45,633	469,545	24,594	247,399	43,385	43,089	69,596	10,966	3,494	27,022
Assistance to individuals	269,886	-	-	269,886	24,346	-	15,283	-	11,706	-	218,551	-
Insurance	128,090	83,727	-	44,363	-	32,990	3,189	7,894	290	-	-	-
Membership dues and fees	5,380	2,646	250	2,484	618	-	-	-	-	-	-	1,866
In-kind expenses	64,144	44,144	-	20,000	-	-	-	20,000	-	-	-	-
Other expenses	191,523	126,403	16,304	48,816	31,639	(8,953)	304	304	2,184	-	22,688	650
Total	\$ 54,981,060	\$ 3,215,539	\$ 2,365,061	\$ 49,400,460	\$ 4,035,461	\$ 9,361,354	\$ 20,879,189	\$ 5,170,950	\$ 6,455,083	\$ 230,375	\$ 1,022,404	\$ 2,245,644

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Cash Flows

<i>For the Years Ended June 30,</i>	2020	2019
Cash flows from operating activities:		
Change in net assets	\$ 267,590	\$ 141,983
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	501,962	506,533
Imputed interest on unamortized financing costs	12,576	12,577
Gain on disposition of property and equipment	-	(9,372)
Bad debts	-	10,000
Change in interest in assets held by New Hampshire Charitable Foundation	1,487	(4,179)
Unrealized gain on investments, net	(44,211)	(66,600)
Loss on interest rate swap agreement	261,442	146,800
(Increase) decrease in operating assets:		
Accounts receivable	(1,776,404)	(570,402)
Contributions receivable	21,610	8,396
Prepaid expenses	(206,011)	50,171
Increase (decrease) in operating liabilities:		
Accounts payable	633,662	99,298
Other liabilities	219,371	(62,114)
Deferred grant revenue	1,891,126	-
Accrued salaries, wages and payroll taxes	357,860	96,166
Accrued earned time	2,473	30,548
Due to clients and tenants	99,752	(14,284)
Deferred compensation plan	44,211	66,600
Net cash provided by operating activities	2,288,496	442,121
Cash flows from investing activities:		
Distributions from New Hampshire Charitable Foundation	-	7,535
Proceeds from disposition of property and equipment	-	50,664
Additions to property and equipment	(183,911)	(285,691)
Net cash used for investing activities	(183,911)	(227,492)
Cash flows from financing activities:		
Principal payments on mortgage bonds	(110,000)	(105,000)
Repayments of notes payable	(105,689)	(154,590)
Net cash used for financing activities	(215,689)	(259,590)
Net change in cash, cash equivalents and cash held for restricted purposes	1,888,896	(44,961)
Cash, cash equivalents and cash held for restricted purposes - beginning of year	3,626,020	3,670,981
Cash, cash equivalents and cash held for restricted purposes- end of year	\$ 5,514,916	\$ 3,626,020

Moore Center Services, Inc. and Moore Realty, Inc. Consolidated Statements of Cash Flows (Continued)

	2020	2019
<hr/> Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 149,496	\$ 161,735

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies

Nature of Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

Financial Statement Preparation

These consolidated financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP). All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

The Agency and the Organization report information regarding their financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions. The classes of net assets are determined by the presence or absence of donor restrictions.

Change in Accounting Principles

Effective July 1, 2019, the Agency changed its accounting method for revenue recognition as a result of implementing the requirements in the Financial Accounting Standards Board's (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, as amended (Topic 606) which supersedes the revenue recognition requirements in Accounting Standards Codification (ASC) Topic 605, *Revenue Recognition* (Topic 605). The core principle of the guidance in ASU No. 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 Agency adopted Topic 606 as of July 1, 2019, utilizing the modified retrospective transition method. The Agency applied the new guidance using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of July 1, 2019. The effect of applying this practical expedient was not significant to the consolidated financial statements. Results for reporting periods beginning July 1, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with Topic 605. There was no change to reported assets, liabilities, net assets, revenues, expenses or changes in net assets as a result of adopting this standard.

Moore Center Services, Inc. and Moore Realty, Inc. Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Change in Accounting Principles (Continued)

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). The amendments in this update assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) or as exchange (reciprocal) transactions and determining whether a transaction is conditional. The contribution guidance requires an entity to determine whether a transaction is conditional, which affects the timing of the revenue recognized. The amendments in this ASU apply to both resources received by a recipient and resources given by a resource provider. The Agency adopted this guidance as of July 1, 2019, as required by the standard. The Agency applied Topic 958 on a retrospective basis. There was no change to opening balances of net assets and no prior period results were restated.

During 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows, Restricted Cash*, to provide guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. The accounting guidance is effective for fiscal years beginning after December 15, 2018. The guidance is to be applied using a retrospective transition method to each period presented. The Agency adopted this guidance as of July 1, 2019 as required by the standard. The new guidance changed the following line items on the 2019 consolidated statement of cash flows: cash provided by operating activities decreased by \$14,284 from \$456,405 to \$442,121 as a result of the inclusion of the change in client and tenant funds in cash flows from operations; investing cash used was increased by \$115,637 from \$111,855 to \$227,492 resulting from the movement of restricted cash to the cash line; the net change in cash and equivalents was adjusted to a net decrease of \$44,961 from an increase of \$84,960 resulting from the above changes; and beginning cash and equivalents increased by \$362,007 from \$3,308,974 to \$3,670,981 and ending cash and equivalents increased by \$232,026 from \$3,393,934 to \$3,626,020 due to the inclusion of client and tenant funds and restricted cash in these line items.

During 2016, the FASB issued ASU No. 2016-01, *Financial Instruments*, to enhance the reporting model for financial instruments to provide users of the financial statements with more decision-useful information. The accounting guidance is effective for fiscal years beginning after December 15, 2018. The Agency adopted this guidance as of July 1, 2019, as required by the standard. There was no significant change to reported amounts as a result of adopting this standard.

The Agency has adopted the above standards as management believes the new accounting guidance improves the usefulness and understandability of the information provided in the consolidated financial statements and related disclosures for the primary users of the consolidated financial statements.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make certain 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, expenses and changes in net assets during the reporting period. Actual results may differ from these estimates.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Cash, Cash Equivalents and Cash Held for Restricted Purposes

The Agency considers all highly liquid debt instruments with an original maturity of seven months or less to be cash equivalents.

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits totaling approximately \$5,500,000 at June 30, 2020, are not covered by the FDIC, however, approximately \$2,166,000 of this amount is collateralized by repurchase agreements.

The following table provides a reconciliation of cash, cash equivalents and cash held for restricted purposes reported within the consolidated statements of financial position that sum to the total of the same amounts reported in the consolidated statements of cash flows as of June 30, 2020 and 2019:

<i>As of June 30,</i>	2020	2019
Cash and cash equivalents	\$ 3,291,952	\$ 3,393,934
Client and tenant funds	331,838	232,086
Cash held for restricted purposes	1,891,126	-
Total cash, cash equivalents and cash held for restricted purposes shown in the consolidated statements of cash flows	\$ 5,514,916	\$ 3,626,020

Cash held for restricted purposes represents the remaining unspent grant funding from the Small Business Administration's (SBA) Paycheck Protection Program to be used for certain COVID-19 related expenses (Note 18) as well as other unspent grant revenue. The unspent funds from the SBA are considered a conditional grant contribution as of June 30, 2020, as the conditions associated with the grant have not yet been satisfied.

Accounts Receivable

Accounts receivables are stated at estimated net realizable value, less an allowance for doubtful accounts. The allowance is based on past experience and other circumstances which may affect the ability of individuals to meet their obligations. Accounts receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired accounts receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Property and Equipment

Purchased property and equipment is carried at cost. Donated property and equipment is carried at the approximate fair value at the date of donation. All acquisitions of property and equipment with a useful life in excess of one year and costing over \$1,000 are capitalized. Expenditures for repairs and maintenance that do not materially prolong the useful lives of assets are expensed and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized. Depreciation is computed using the straight-line method over the estimated lives of the assets.

Gifts of long-lived assets such as land, buildings or equipment are reported as without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as with donor restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the consolidated statements of financial position. Investment return (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.

Net investment income is comprised of the following, for the years ended June 30, 2020, and 2019:

<i>Years ended June 30,</i>	2020	2019
Interest and dividend income	\$ 27,712	\$ 39,671
Change in unrealized appreciation, net of fees	42,724	70,779
Net investment income	\$ 70,436	\$ 110,450

Restricted Support

Net assets, contributions, 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. Net assets without donor restrictions include both undesignated and designated net assets, which are contributions and revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Restricted Support (Continued)

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. 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. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Revenue Recognition - Revenue from Contracts with Customers

Revenue from contracts with customers represents income earned from program services. The services provided include residential services, day services, family directed services, early support services, service coordination services, family support services and eldercare. Revenue is reported at the amount that reflects the consideration to which the Agency expects to be entitled to in exchange for providing services to individuals. The majority of these services are covered under the State of New Hampshire Medicaid Program.

The Agency's management determines the transaction price for services, which involves significant estimates and judgment, based on the services provided. For services provided to individuals under the Medicaid program, the Agency prepares and submits a budget outlining the services to be provided to each individual, and related cost, to the State of New Hampshire for authorization prior to any services being provided. There are no variable consideration or financing components.

The Agency's contracts typically have one performance obligation, which is providing individuals with each service indicated in the contract. Each service is considered a separate performance obligation. The Agency recognizes revenue over time as the services are performed, using the output method of completion of a day or unit of service, since the individual simultaneously receives and consumes the benefits of the services.

The Agency has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by state budgets and the state's Medicaid program. A significant portion of the Agency's revenue is derived from the Medicaid program (see Note 17).

The Agency bills Medicaid on a weekly or monthly basis, depending on the type of service received, after the services were performed. Payments from Medicaid are typically received within seven to twelve days after billing.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Contribution and Grant Revenue

Contribution Revenue

Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: an explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized, and an implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met.

Conditional contributions are recognized as revenue when the barrier(s) or condition to entitlement have been substantially met or explicitly waived by the donor. Unconditional contributions are recognized as revenue when received.

Unconditional contributions, or conditional contributions in which the conditions have been substantially met or explicitly waived by the donor, are recorded as support with or without donor restrictions, depending on the existence and nature of any donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as net assets without donor restrictions if the restrictions expire in the same year in which the contributions are recognized.

Grant Revenue

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant agreement.

Grant awards that are contributions: Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as deferred grant revenue.

Grant awards that are exchange transactions: Exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. Revenue is recognized when control of the promised goods or services is transferred to the customer (grantor) in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Amounts received in excess of recognized revenue are reflected as a contract liability. There were no grant awards that were considered exchange transactions during the years ended June 30, 2020 and 2019.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying consolidated financial statements at their estimated values at date of receipt. Donated services are not included in these consolidated financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expenses by function. Accordingly, expenses have been allocated by the Agency to the programs and supporting services benefited. Expenses are charged directly to program services or supporting services based on specific identification or according to one of the three allocation methodologies created by the Agency. The allocation methodologies include allocation based on percentage of payroll for administrative expenses, allocation based on square footage of occupancy for facility expenses and vehicle usage for transportation related costs.

Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, through June 30, 2020, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 2: Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

<i>As of June 30,</i>	2020	2019
Cash and cash equivalents	\$ 3,291,952	\$ 3,393,934
Accounts receivable	4,550,026	2,773,622
Less grants receivable restricted for certain purposes included in other accounts receivable	(506,871)	-
Contributions receivable	20,478	42,088
Financial assets available to meet cash needs for general expenditure within one year	\$ 7,355,585	\$ 6,209,644

The Moore Center Services, Inc. is the beneficiary of an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF) (Note 4). The endowment funds are not available for general expenditure and are subject to an annual spending policy established by the NHCF of approximately 4% of the market value of the fund. The Agency has requested not to receive any distributions from the endowment funds within the next year.

During 2020, the Agency received grant funding from the Small Business Administration (see Note 18). As of June 30, 2020, \$1,870,876 of these funds remain to be spent on eligible payroll and other costs. These funds are expected to be used for qualifying costs during the next year. However, as of June 30, 2020, these funds are considered a conditional grant as the conditions associated with the grant have not yet been satisfied.

As part of its liquidity management plan, the Moore Center Services, Inc. regularly monitors the liquidity required to meet its operating needs, capital expenditures, and other contractual commitments, such as annual bond repayments. The Agency has various sources of liquidity at its disposal, including cash and cash equivalents and a line-of-credit. The Agency maintains a line-of-credit in the amount of \$4,000,000 (see Note 8), which can be drawn upon in the event of an anticipated liquidity need.

The Agency manages its liquidity using a very conservative principle of soundness, stability and fiscal integrity. The Agency produces an annual budget that is submitted to the Board of Directors, which outlines the anticipated financial needs to support the Agency within the next fiscal year. The Agency operates with a balanced budget and considers donations, grants and fundraising as a necessary resource to cover expenditures. Also, to manage its current cash flow needs, at every finance committee meeting, a cash projection statement is provided which reports on the Agency's monthly cash status, as well as projecting the cash status for the next three months.

The Agency's cash on hand is a metric that is monitored quarterly. For the years ended June 30, 2020, and 2019, the day's cash on hand is 26 and 24, respectively. The Agency's vendors, which service clients, are paid weekly, rather than monthly. This large cash outlay negatively impacts the metric but provides a steady flow of cash for those servicing the Agency's clients and helps to build a stronger relationship.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 3: Property and Equipment

As of June 30, 2020, and 2019, property and equipment consisted of the following:

<i>As of June 30,</i>	2020	2019
Land	\$ 176,243	\$ 176,243
Buildings and improvements	7,398,422	7,294,636
Equipment and furnishings	837,885	829,541
Computers and software	2,086,697	2,054,261
Vehicles	520,972	481,627
	11,020,219	\$ 10,836,308
Less: accumulated depreciation	5,939,534	5,437,572
Property and equipment, net	\$ 5,080,685	\$ 5,398,736

Note 4: Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the NHCF. Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds \$48,332 of net assets restricted to investment in perpetuity as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency (see Note 11). In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgment of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere. The current market value of each fund is included in the accompanying consolidated statements of financial position, as required by current accounting standards, as follows:

<i>As of June 30,</i>	2020	2019
Moore Center Services, Inc. Fund	\$ 131,757	\$ 132,782
Thomas M. Burke Fund	59,484	59,946
Interest in assets held by New Hampshire Charitable Foundation	\$ 191,241	\$ 192,728

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 4: Funds Held by Others (Continued)

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the consolidated statements of financial position, and therefore is not included. The fair value of this Fund's assets at June 30, 2020, and 2019 was \$42,655 and \$42,987, respectively.

Note 5: Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, inputs that are derived principally from or corroborated by observable market data by correlation or other means, or observable inputs other than quoted market prices; and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority. The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments.

An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

The following tables set forth by level, within the fair value hierarchy, the Agency's investment assets and liabilities as of June 30, 2020, and 2019:

	2020			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	\$ -	\$ -	\$ 191,241	\$ 191,241
Mutual funds:				
Mixed asset target	878,024	-	-	878,024
International	23,486	-	-	23,486
Small capitalization	22,381	-	-	22,381
Mid-capitalization	62,151	-	-	62,151
Large capitalization	113,459	-	-	113,459
Bond fund	28,181	-	-	28,181
High yield	12,924	-	-	12,924
	<u>\$ 1,140,606</u>	<u>\$ -</u>	<u>\$ 191,241</u>	<u>\$ 1,331,847</u>
Liabilities:				
Interest rate swap agreement	\$ -	\$ 916,068	\$ -	\$ 916,068

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 5: Fair Value Measurements (Continued)

	2019			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	\$ -	\$ -	\$ 192,728	\$ 192,728
Mutual funds:				
Mixed asset target	863,945	-	-	863,945
International	22,918	-	-	22,918
Small capitalization	24,136	-	-	24,136
Mid-capitalization	58,309	-	-	58,309
Large capitalization	112,631	-	-	112,631
Bond fund	26,004	-	-	26,004
High yield	12,975	-	-	12,975
	<u>\$ 1,120,918</u>	<u>\$ -</u>	<u>\$ 192,728</u>	<u>\$ 1,313,646</u>
Liabilities:				
Interest rate swap agreement	\$ -	\$ 654,626	\$ -	\$ 654,626

The inputs or methodology used for valuing securities are not necessarily indicative of the risk associated with investing in those securities. There have been no changes in the methodologies used at June 30, 2020, and 2019.

The changes in the fair value of the Agency's Level 3 assets for the years ended June 30, 2020, and 2019, are as follows:

<i>Years ended June 30,</i>	2020	2019
Balance, beginning of year	\$ 192,728	\$ 196,084
Total realized and unrealized gains, net	(1,487)	4,179
Distributions	-	(7,535)
Balance, end of year	<u>\$ 191,241</u>	<u>\$ 192,728</u>

The interest rate swap agreement has been valued using the market approach. The fair value of the interest rate swap agreement (see Note 9) was determined using the multiple yield curve framework.

The fair value of the interest in assets held by the NHCF is based on the Agency's proportional share of the funds managed by NHCF (Note 4). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including audited financial statements of the investment funds (level 3).

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 6: Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued \$4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bond issue has two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of \$3,635,000 and Tranche II in the amount of \$660,000. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. During 2018, the bonds were purchased by a bank who will hold the bonds in private placement. The bonds mature on September 1, 2037; however, as part of the private placement, unless the bank agrees to extend its commitment to hold the bonds, all outstanding principal and interest shall be due and payable on the initial put date, August 1, 2027. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2020, and 2019 was 0.12% and 1.63%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture.

The scheduled future bond maturities as of June 30, 2020 are as follows:

2021	\$ 115,000
2022	120,000
2023	125,000
2024	135,000
2025	140,000
Thereafter	2,590,000
<hr/>	
Total	\$ 3,225,000

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 7: Notes Payable

Notes payable consisted of the following as of June 30, 2020, and 2019:

	2020	2019
Mortgage note payable to a bank in monthly installments for principal and interest of \$713, with interest calculated based on the Federal Home Loan Bank rate plus 3% (5.47% at June 30, 2020, and 2019). The final note payment is due in January 2021 and the note is collateralized by a first mortgage on certain real estate of the Organization.	\$ 4,978	\$ 13,137
4.29% - 5.74% notes payable to a bank in combined monthly installments for principal and interest of \$2,119 through October 2020, decreasing thereafter through May 2023. The notes are collateralized by various agency vehicles.	50,935	72,782
3.85% notes payable to a bank in combined monthly installments for principal and interest of \$4,334 through November 2020, decreasing thereafter through May 2023. The notes are collateralized by various agency vehicles.	90,954	144,489
1.00% unsecured notes payable to a lender in monthly installments for principal and interest of \$2,495 through July 2020, decreasing thereafter through August 2022.	29,371	51,519
	176,238	281,927
Less: current portion	82,748	112,076
	\$ 93,490	\$ 169,851

The scheduled maturities of notes payable as of June 30, 2020 are as follows:

2021	\$ 82,748
2022	68,949
2023	24,541
	\$ 176,238
Total	\$ 176,238

Note 8: Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$4,000,000 and \$3,500,000 as of June 30, 2020, and 2019, respectively. The line-of-credit is secured by the Agency's assets and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 3.75% and 6.00% at June 30, 2020, and 2019, respectively. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on February 28, 2021. The Agency is required to maintain a minimum debt service coverage ratio (as defined) throughout the term of the agreement. As of June 30, 2020, and 2019, there was no balance outstanding on the line-of-credit.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 9: Derivative Instruments

As disclosed in Note 6, the mortgage bonds bear interest at a variable rate, which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying consolidated statements of financial position, and the change in the agreement's fair value is recognized in the consolidated statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2020, and 2019 was \$916,068 and \$654,626, respectively (see Note 5).

Note 10: Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2020 and 2019, no employer contributions were credited to participant accounts. In addition, investment gains of \$44,211 in 2020 and \$66,600 in 2019 were allocated to the participant accounts. At June 30, 2020, and 2019, the Agency's obligation under this deferred compensation plan totaled \$1,140,606 and \$1,120,918, respectively. The Agency has invested in mutual funds (see Note 5) to help fulfill its obligations under the plan.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 11: Net Assets with Donor Restriction

Net assets with donor restrictions as of June 30, 2020, and 2019 are restricted for the following purposes:

	2020	2019
Investment in perpetuity	\$ 48,332	\$ 48,332
Facility renovations	30,000	-
Garden Party	13,500	-
Information technology	4,062	-
Other	11,000	-
Net assets with donor restrictions	\$ 106,894	\$ 48,332

The investment in perpetuity represents a distribution received from a trust which requires the funds to be set aside in a separate permanent fund (see Note 4). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities.

Note 12: Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2020, and 2019 amounted to \$381,102 and \$296,557, respectively.

Note 13: Fundraising Expenses

During the years ended June 30, 2020, and 2019, the Agency incurred fundraising expenses of \$171,832 and \$302,929, respectively, which are included in general management expenses on the consolidated statements of functional expenses.

Note 14: Related Party Transactions

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases, these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 15: Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment, with terms generally ranging from one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2020, and 2019, amounted to \$111,408 and \$105,539, respectively.

The approximate future minimum lease payments on the above operating leases are as follows:

2021	\$	82,419
2022		7,060
2023		5,533
<hr/>		
Total	\$	95,012

Note 16: Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies. Management believes that the results of any audit would not have a material effect on the consolidated financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the consolidated financial statements.

During 2020, the Agency obtained a grant of \$2,810,507 through the Small Business Administration's Paycheck Protection Program to help cover payroll and certain other costs during the COVID-19 virus crisis. The grant may potentially need to be repaid if certain conditions are not met (see Note 18). Funds received under this grant are also subject to audit and potential adjustment by the Small Business Administration. Management believes that the results of any audit would not have a material effect on the consolidated financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the consolidated financial statements.

Various legal claims and investigations have arisen from time to time in the normal course of business. Management does not currently believe that any outstanding legal claims or investigations will have a material adverse effect on its consolidated financial statements or operations. Any impact of a negative outcome would be immaterial to the results of operations due to the Agency's insurance coverage.

Note 17: Concentration of Risk

For the years ended June 30, 2020, and 2019, approximately 90% of the Agency's total revenue and support was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 17: Concentration of Risk (Continued)

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On June 30, 2017, the Agency was redesignated as an approved provider through September 30, 2021.

Note 18: Grant Revenue

Revenue from grants is considered earned when the Agency incurs the related expenditures or otherwise meets the terms and conditions of the grant. Grant income is included with operating revenue in the consolidated statements of activities and changes in net assets. Grants earned but not received are recorded as other receivables, and any amounts received but not yet earned are recorded as deferred grant revenue in the accompanying consolidated statements of financial position.

During 2020, the Agency participated in the New Hampshire Long Term Care Stabilization Program through the New Hampshire Employment Security office. The program provided a temporary stabilization fund to incentivize front line, direct care workers to remain or rejoin the workforce at Medicaid providers or in nursing facilities. Based on the terms and conditions of the program, the Agency applies for and earns the grant weekly for each eligible front line employee meeting the eligibility and hours worked requirements during the eligible periods. The Agency is required to distribute funding to eligible individuals on a weekly basis. As of June 30, 2020, the Agency recognized approximately \$1,175,000 in grant income related to this program and recorded an other receivable of approximately \$507,000 for grant income earned but not yet received. Amounts totaling approximately \$618,000 payable to eligible individuals at year end are included in accounts payable, accrued payroll and other liabilities at June 30, 2020.

During 2020, the Agency received a grant of \$2,810,507. This amount resulted from the issuance of an award from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The Agency has determined the award is a conditional grant in accordance with FASB 958-605 and has applied the policy as described in Note 1. Accordingly, the award is reported as deferred grant revenue until the conditions are substantially met or explicitly waived. The Agency has interpreted the condition of the award to be the incurrence of eligible expenditures, adjusted for any decrease in full time equivalents and or salary/wage limitations, recognized ratably over the covered period of 24 weeks. Should the conditions of the award not be substantially met or explicitly waived, all or a portion of the award will be treated as a loan bearing interest at 1% and repayable in monthly payments of principal and interest of \$118,936, beginning November 18, 2020 with final maturity date of April 18, 2022. The Agency anticipates that the conditions of the award will be substantially met and the full amount of the award will be recognized as revenue. As of June 30, 2020, the Agency recognized \$939,631 in grant income related to this program and recorded deferred grant revenue of \$1,870,876 for the net amount of grants received but not yet earned.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 19: Risks and Uncertainties

The Agency invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

Beginning in March 2020, the United States economy began suffering adverse effects from the COVID-19 virus crisis ("CV19 Crisis") including financial markets, supply chains, businesses, and communities. Specific to the Agency, the CV19 Crisis has impacted various parts of its 2020 operations and financial results and may impact future operations. Management believes the Agency is taking appropriate actions to mitigate the negative impact.

Note 20: Reclassification

Certain reclassifications have been made to the 2019 consolidated financial statements to conform to the 2020 presentation.

Note 21: Upcoming Accounting Pronouncements

In February 2016, FASB issued ASU No. 2016-02, *Leases* (Topic 842). This ASU modifies lease accounting to increase transparency and comparability by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing information. The most significant change for lessees will be the recognition of both a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term for those leases classified as operating leases under current GAAP. Certain accounting policy elections are permitted for leases with terms of 12 months or less. FASB ASC Topic 842, *Leases*, supersedes current lease requirements in FASB ASC Topic 840, *Leases*. The new standard is effective for nonpublic companies for annual periods beginning after December 15, 2021. The Agency and the Organization are currently evaluating the impact of the provisions of Topic 842.

Note 22: Subsequent Events

On August 25, 2020, the Agency received a CARES Act Provider Relief payment of \$1,062,030 from the United States Department of Health and Human Services. The Provider Relief Fund provides financial relief to healthcare providers during the COVID-19 pandemic. The Agency has ninety days from the date of receipt of the payment to determine if they will keep the funds. The Agency is in the process of making this determination.

Management has evaluated subsequent events through October 8, 2020, the date when the consolidated financial statements were available to be issued.



INDEPENDENT AUDITOR'S 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
Moore Center Services, Inc.
Manchester, New Hampshire

We have audited, in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the consolidated financial statements of Moore Center Services, Inc. and Moore Realty, Inc. (collectively, the "Entity"), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon, dated October 8, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Entity'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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Entity'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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Entity's consolidated 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 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Entity's consolidated 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 consolidated 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.



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 Entity'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 Entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP
Bedford, New Hampshire
October 8, 2020

THE MOORE CENTER
BOARD OF DIRECTORS
2021

OFFICERS

Matt Kfoury, Chair
Sue Majewski, Vice Chair/Chair-Elect
Ralf Kraemer, Treasurer
Heidi Copeland, Secretary

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**Mary Ann Aldrich**

**Dan Cronin**

**Justin Benton**

**Rick Elwell (\*)**

**Jake Berry**

**Michael Gilbert**

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**Heidi Copeland (\*)**

**Joe Kenney**

**Matt Kfoury**

**Ed Sullivan**

**Ralf Kraemer**

**Steve Thiel**

**Tina Legere**

**Sue Majewski**

**Cathy Schmidt**

**Maria Sieper** (*Family Support Council*)

(\* ) = Represents Consumers

## Denise C. Doucette

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### Experience

- 3/2001 - present *Moore Center Service, Inc.*  
**Chief Financial Officer/Vice President**  
Oversee all administrative support functions for the organization. Responsible for the planning, implementation, managing and running of all the finance activities, including business planning, budgeting, forecasting and negotiations.
- 2020-2/2021 *Moore Center Services, Inc.*  
**Controller**  
Oversee Business Office activities: A/P, A/R, Payroll, Annual Budget and Annual Audit. Coordinate and oversee month end close with full variance analysis to the CFO monthly. Provide financial analysis for Finance Committee, Senior Leadership and Directors as needed.
- 2005-2020 *Becket Academy, Inc. (formerly LifeShare Management Group, LLC)*  
**Director of Business and Finance**  
Oversee all accounting and finance operations for Community Living. Provide expertise and support to DD operations managers nationwide. Prepare monthly/annual financials for Community Living w/analysis for the CEO & Board.
- 1997-2005 *Riverbend Community Mental Health, Inc., Concord, NH*  
**Controller/Chief Information Officer**  
Responsible for management of the financial functions of the Business Office. Coordinate and conduct annual audit and annual budget for Riverbend and two affiliated corporations. Oversee & present monthly financial results to Finance Committee for Riverbend & two affiliates. Oversee systems analysis, computer ops, telecommunications, and other technology support.
- 1996-1997 *Full time student, Granite State College, Manchester, NH*
- 1992-1996 *Chemfab Corporation, Merrimack, NH*  
**Financial Analyst**  
Weekly preparation & analysis of corporate sales and backlog report. Coordinated annual budget process with sales and marketing departments. Responsible for the compilation of five site budgets (\$100M). Consolidated monthly site financials into corporate financial package.  
**Cost and Budget Accountant**  
Monthly accounting close of all manufacturing cost centers. Prepared monthly financial package for submission to the corporate office. Prepared annual site budget for presentation to corporate office. Computed cost estimates for new/improved products with project engineers. Coordinate and conduct annual audited inventories.
- 1990-1992 *Polyclad, Franklin, NH*  
**Cost Accountant**
- 1988-1990 *QROE Companies, Lawrence, MA*  
**Staff Accountant**

### Education

**Masters in Business Administration- currently enrolled**  
Southern NH University, Manchester, NH

**1998 - Bachelor of Science, Business Management - Cum Laude**  
Granite State College, Manchester, NH

### Military Service

1984-1988 *United States Air Force, Honorably Discharged, Good Conduct Medal*

## JANET C. BAMBERG

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Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

- Strategic Planning
- Financial Analysis
- Profit Center Budgeting
- General / Operations Management
- Program / Organizational Restructuring
- Change Management
- Mergers / Acquisitions
- Third Party Reimbursement
- Utilization Management
- Contract Negotiations
- Service Delivery Design

An intuitive leader, coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

### EXPERIENCE

#### **MOORE CENTER SERVICES, Manchester, NH**

*A \$65M Human Services organization serving adults and children in the greater Manchester area*

##### **President and CEO**

Reporting to the Board of Directors responsible for the overall administrative, financial and service delivery functions of this large Human Services organization. This role also focuses on creating external connections and partnerships with other community and business organizations in support of our mission of Creating Opportunities for a Good Life.

##### **Executive Vice President and Chief Financial Officer**

Functions as the COO in addition to CFO responsibilities listed below.

##### **Chief Financial Officer**

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Oversight of the strategic planning process

#### **JANET BAMBERG CONSULTANTS, Newbury, MA**

**An independent consultant and corporate coach. Engagements included:**

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a \$25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

#### **VNA CARE NETWORK, INC., Waltham, MA**

*A \$26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.*

JANET C. BAMBERG

Page 2

### **Chief Operating Officer**

Responsible for overall operations of organization's home health care business. (\$21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.
- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

### **Vice President Systems Management and Quality**

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

### **MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA**

*A \$12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.*

### **Vice President Programs and Services**

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a \$1.3M operation with an annual deficit to a self-supporting \$7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

### **Director of Rehabilitation Services**

- Created and defined this new position combining management of three fee for service program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

### **Director of Home Health Care**

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

JANET C. BAMBERG

Page 3

**HEALTH CARE MANAGEMENT ASSOCIATES, INC.**, Lynnfield MA

**Associate**

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

**QUALITY CARE, INC.** Rockville Centre, NY

**Director of Medicare Support Services**

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.

**Medicare Specialist**

Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

**Administrator**

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

**Board and Community Service**

- Board Member The Riverwoods Group 2016-present
- Board Chair and founding Board Member of Granite State Health and Human Services Trust (a newly formed self-insured worker's compensation trust) 2018-present
- Board Chair and founding Board Member of HELMS Trust (a newly formed excess insurance organization for self-insured worker's compensation trusts) 2020-present
- Board Member and Board Chair for Birch Hill Terrace 2006-2018
- Board Chair and Board Member Millwest Condominium Association, Manchester, NH 2010-2015

**EDUCATION**

**MBA**, University of Massachusetts, Amherst, MA  
Teaching Assistant, School of Management

**BS, Major in Nursing**, North College Park, Chicago, IL

**Certified Corporate Business Coach**, Corporate Coach University

**CONTRACTOR NAME**Key Personnel

| Name              | Job Title                         | Salary       | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|-----------------------------------|--------------|---------------------------|--------------------------------|
| Janet Bamberg     | President & CEO                   | \$210,017.60 | 0                         | 0                              |
| Denise Doucette   | VP & CFO                          | \$110,011.20 | 0                         | 0                              |
| Celia Calkins     | Director, Case Management         | \$61,547.20  | 0                         | 0                              |
| Melissa Durocher  | Manager, Case Management          | \$47,673.60  | 0                         | 0                              |
| Sharon Bray       | Manager, Case Management          | \$47,673.60  | 0                         | 0                              |
| Michelle Lawrence | Manager, Clinical Case Management | \$49,920.00  | 0                         | 0                              |

Subject: Area Agency (SS-2022-BDS-01-AREAA-01)

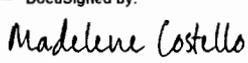
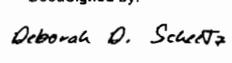
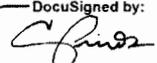
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|                                                                                                                                                                                                                                 |                                                                                                                                                                                 |                                                                                                                             |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services                                                                                                                                                  |                                                                                                                                                                                 | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                                                   |                                     |
| 1.3 Contractor Name<br>Northern Human Services                                                                                                                                                                                  |                                                                                                                                                                                 | 1.4 Contractor Address<br>87 Washington Street<br>Conway, NH 03818                                                          |                                     |
| 1.5 Contractor Phone Number<br>(603) 447-3347                                                                                                                                                                                   | 1.6 Account Number<br>05-95-93-930010-7013;<br>05-95-93-930010-7014.<br>05-95-93-930010-7852;<br>05-95-93-930010-5947;<br>05-95-93-930010-71000000.<br>05-95-93-930010-70160000 | 1.7 Completion Date<br>June 30, 2023                                                                                        | 1.8 Price Limitation<br>\$6,348,948 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director                                                                                                                                                           |                                                                                                                                                                                 | 1.10 State Agency Telephone Number<br>(603) 271-9631                                                                        |                                     |
| 1.11 Contractor Signature<br>DocuSigned by:<br><br>Date: 6/9/2021<br><small>D3A0F48DC2E34DF</small>                                          |                                                                                                                                                                                 | 1.12 Name and Title of Contractor Signatory<br>Madelene Costello<br>President of Board                                      |                                     |
| 1.13 State Agency Signature<br>DocuSigned by:<br><br>Date: 6/9/2021<br><small>8D0CE9163608474</small>                                        |                                                                                                                                                                                 | 1.14 Name and Title of State Agency Signatory<br>Deborah D. Scheetz<br>Director Division of Long Term Supports and Services |                                     |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                  |                                                                                                                                                                                 |                                                                                                                             |                                     |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 6/9/2021<br><small>D6CA0202E32C4AE</small> |                                                                                                                                                                                 |                                                                                                                             |                                     |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____                                                                                                           |                                                                                                                                                                                 |                                                                                                                             |                                     |

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 6/9/2021

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. For the purposes of this Agreement the following definitions shall apply:
  - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
  - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
  - 1.1.3. State fiscal year shall mean July 1 through June 30.
  - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disability (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
  - 1.3.1. A developmental disability in accordance with He-M 500, PART 503; or
  - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
  - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
  - 1.4.2. Are on Medicaid; and
  - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:
  - 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;



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**EXHIBIT B**

- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
  - 1.7.1. The NH Department of Health and Human Services and its' programs.
  - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
  - 1.7.3. The NH Developmental Disabilities Council.
  - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
  - 1.8.1. Name of the individual.
  - 1.8.2. Last date that the individual received services.
  - 1.8.3. Services made available to the individual.
  - 1.8.4. Services actually provided to the individual.

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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1.8.5. Reasons the individual no longer is receiving services.

**2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals**

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
  - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
  - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
  - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

**3. Health Risk Screening Tool**

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.
- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and

3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

**4. Waitlist Registry**

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13, and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

**5. Out-of-State Placements:**

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

**6. Family Centered Early Supports and Services**

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.
- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

- 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 300 children are served in State Fiscal Year (SFY) 2022 and 300 children are served in SFY 2023.
- 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
  - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
  - 6.4.2. Services start no later than 30 days from the IFSP start date; and
  - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
- 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
- 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
- 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
  - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
  - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
  - 6.7.3. All staff shall have training in procedural safeguards, annually.
  - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
  - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
  - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.
- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:

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- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
- 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

**7. FCESS Supplemental Services Funding**

- 7.1. The Contractor shall identify needed support services for children:
  - 7.1.1. Who have a signed IFSP in place;
  - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
  - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
  - 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

**8. Family Support Services and Respite Services**

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
  - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
  - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
  - 8.6.1. Partners in Health.
  - 8.6.2. Special Medical Services Care Coordination.
  - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

**9. Collaboration with Other Agencies and Systems**

**9.1. National Core Indicators**

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
  - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
  - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
  - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
  - 9.1.1.3.4. Ensure the individual's need is met.

**9.2. Community Mental Health Centers**

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center (CMHC) that serves the region to address processes that include:
  - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
  - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
  - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
  - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
  - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed

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individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

**9.3. Regional Public Health Networks**

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
  - 9.3.1.1.1. Strategies to ensure public health information is communicated;
  - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
  - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
  - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
  - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:
    - 9.3.1.1.5.1. Communication.
    - 9.3.1.1.5.2. Maintaining health.

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9.3.1.1.5.3. Independence.

9.3.1.1.5.4. Support

9.3.1.1.5.5. Safety.

9.3.1.1.5.6. Self-determination.

9.3.1.1.5.7. Transportation of individuals at response facilities.

9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

**9.4. Employment Services Leadership Committee**

9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.

9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.

**9.5. No Wrong Door System (NWD)**

9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.

9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.

9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).

9.5.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:



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9.5.4.1. ServiceLink.

9.5.4.2. Area Agencies.

9.5.4.3. The Department.

9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.

9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.

9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.

9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**10. Room and Board**

10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.

10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.

10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.

10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.

10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

**11. File Reviews and Audits**

**11.1. Service File Reviews**

11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
  - 11.1.1.3.1. Driving records.
  - 11.1.1.3.2. Background checks.
  - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
  - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

**11.2. Governance Audit**

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
  - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
  - 11.2.1.2. Executive Director qualifications.
  - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
  - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
  - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
  - 11.2.1.6. Communication strategy.
  - 11.2.1.7. Quality assurance activities and training.
  - 11.2.1.8. Subcontracting agreements.
  - 11.2.1.9. Plan of correction from last redesignation, if applicable.
  - 11.2.1.10. Sentinel event policy and documentation.
  - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
  - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

**11.3. Redesignation Review**

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
  - 11.3.2.1. Governance Audit.
  - 11.3.2.2. Financial Condition with 5-year trend analysis.
  - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
  - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
  - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
  - 11.3.2.6. Summary of Employment Supports for Individuals.
  - 11.3.2.7. Service File Review findings.
  - 11.3.2.8. Summary of stakeholder engagement.

**12. Complaint Investigation**

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
  - 12.2.1. Complying with the recommendations in each Complaint Report;
  - 12.2.2. Retaining documentation of compliance; and
  - 12.2.3. Sharing documentation, as requested by the Department.

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- 12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

**13. Data Systems**

**13.1. Employment Data System**

- 13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 13.1.2. The Contractor shall ensure data includes, but is not limited to:
- 13.1.2.1. Job end date.
  - 13.1.2.2. Changes in hours worked.
  - 13.1.2.3. Changes in wages earned.
- 13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

**13.2. Service Activity System**

- 13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.
- 13.2.2. The Contractor shall ensure data includes:
- 13.2.2.1. Complete intake processing;
  - 13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;
  - 13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;
  - 13.2.2.4. Indication of when an individual received services if services are non-billable; and
  - 13.2.2.5. Accurate and non-duplicative data.

**14. Criminal Background and State Registry Checks**

- 14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

**15. Confidentiality**

- 15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

**16. Maintenance of Fiscal Integrity:**

- 16.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Area Agencies that operate as dual agencies for Behavioral Health and Developmental Disabilities services shall break out these statements separately for Developmental Disabilities (DD) & Bureau of Mental Health Services (BHMS). Statements shall be submitted within thirty (30) calendar days after each month end.

- 16.2. The Contractor agrees to financial performance standards as follows:

**16.2.1. Days of Cash on Hand:**

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula:  $\text{Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.}$
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

**16.2.2. Current Ratio:**

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula:  $\text{Total current assets divided by total current liabilities.}$



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- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

16.2.4. Net Assets to Total Assets:

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

16.2.5. In the event that the Contractor does not meet either:

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and 2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days

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until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

- 16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.
- 16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.
- 16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 16.2.11. Contractors Request for Extension of Financial Filing Deadlines:
- 16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:
- 16.2.11.2. Requests shall be made in writing;
- 16.2.11.3. Requests shall be sent to the director or designee;
- 16.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and

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16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

16.2.11.9. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

**17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance**

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

- 17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."
- 17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.
- 17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:
  - 17.3.1. Identification of Designated Area Agency Delivery System functions;
  - 17.3.2. Rate modeling, analysis and development; and
  - 17.3.3. Related committee work.

**18. Exhibits Incorporated**

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**19. Performance Measures**

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**20. Additional Terms**

**20.1. Impacts Resulting from Court Orders or Legislative Changes**

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**20.3. Credits and Copyright Ownership**

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 20.3.3.1. Brochures.
  - 20.3.3.2. Resource directories.
  - 20.3.3.3. Protocols or guidelines.
  - 20.3.3.4. Posters.
  - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**20.4. Operation of Facilities: Compliance with Laws and Regulations**

- 20.4.1. 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 Agreement 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.

**21. Records**

- 21.1. The Contractor shall keep records that include, but are not limited to:
  - 21.1.1. Books, records, documents and other electronic or physical 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.
  - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT B**

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

**PAYMENT TERMS**

1. This Agreement funded by other, general and federal funds as follows:
  - 1.1. 82% General Funds.
  - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
  - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
  - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
  - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
  - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
  - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
  - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$1,500**
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
  - 6.1. The Contractor shall seek reimbursement from the Department for Family Centered

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.BDSINVOICES@dhhs.nh.gov](mailto:DHHS.BDSINVOICES@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Regional Family Support Council**

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$111,748.**

**8. Payment for Room and Board Expenses for individuals who receive Residential Services**

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
  - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
  - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.BDSINVOICES@dhhs.nh.gov](mailto:DHHS.BDSINVOICES@dhhs.nh.gov) or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
- 9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above**
- 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
- 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
  - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
  - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
  - 9.3. The Department reserves the right withhold **3%** of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
  - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
  - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
- 10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

allocated by source strictly in accordance with the approved budget.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**14. Audits**

14.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a Subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from

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**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

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the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 14.5. 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.



New Hampshire Department of Health and Human Services  
Exhibit D

**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

Vendor Initials DS  
ML  
Date 6/9/2021



**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:

6/9/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
  
 \_\_\_\_\_  
 Name: Madelene Costello  
 Title: President of Board

Vendor Initials   
 Date 6/9/2021



New Hampshire Department of Health and Human Services  
Exhibit E

**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:

6/9/2021

Date

DocuSigned by:

*Madelene Costello*

Name: Madelene Costello

Title: President of Board

DS  
*MC*

Vendor Initials

6/9/2021

Date

**New Hampshire Department of Health and Human Services  
Exhibit F**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



**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 (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/9/2021  
Date

DocuSigned by:  
*Madelene Costello*  
Name: Madelene Costello  
Title: President of Board

Contractor Initials   
Date 6/9/2021

**New Hampshire Department of Health and Human Services  
Exhibit G**



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
ML

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services  
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/9/2021

Date

DocuSigned by:

*Madelene Costello*

Name: Madelene Costello

Title: President of Board

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

DS  
*MC*

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/9/2021  
Date

DocuSigned by:  
*Madeline Costello*  
Name: Madeline Costello  
Title: President of Board

Contractor Initials   
Date 6/9/2021

## New Hampshire Department of Health and Human Services



## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I  
 Health Insurance Portability Act  
 Business Associate Agreement  
 Page 1 of 6

Contractor Initials

ed by  
 MC

Date 6/9/2021



New Hampshire Department of Health and Human Services

Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



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



New Hampshire Department of Health and Human Services

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

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Contractor Initials ML

Date 6/9/2021



New Hampshire Department of Health and Human Services

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.

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Contractor Initials MC

Date 6/9/2021



New Hampshire Department of Health and Human Services

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  
 Executed by:  
*Deborah D. Scheetz*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Deborah D. Scheetz  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Director Division of Long Term Support  
 \_\_\_\_\_  
 Title of Authorized Representative  
 6/9/2021  
 \_\_\_\_\_  
 Date

Northern Human Services  
 \_\_\_\_\_  
 Name of the Contractor  
 Executed by:  
*Madelene Costello*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Madelene Costello  
 \_\_\_\_\_  
 Name of Authorized Representative  
 and Services  
 President of Board  
 \_\_\_\_\_  
 Title of Authorized Representative  
 6/9/2021  
 \_\_\_\_\_  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/9/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Madelene Costello*  
\_\_\_\_\_  
Name: Madelene Costello  
Title: President of Board

Contractor Initials   
Date 6/9/2021



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073 973 059

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: _____ |

**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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

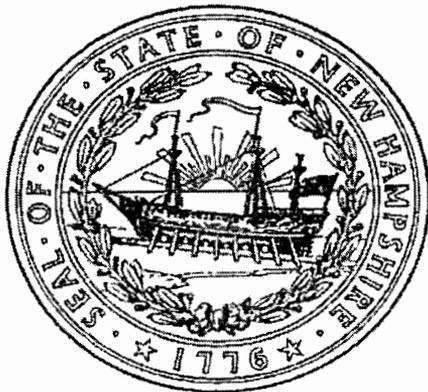
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62362**

Certificate Number : **0005348730**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,

this 5th 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 # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

**I, James Salmon**, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
**Northern Human Services**. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on January 25, 2021,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Madelene Costello, President or Dorothy Borchers, Vice President is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

**Northern Human Services** with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

**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 to which this certificate is attached. This authority  
**remains valid for thirty (30)** days from the date of this Corporate Resolution. 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: Jun 9, 2021

ATTEST:

  
*(James Salmon, Treasurer)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2021

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).

| <b>PRODUCER</b><br>USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | <b>CONTACT NAME:</b> Christine.skehan<br><b>PHONE (A/C, No, Ext):</b> 855 874-0123<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Christine.skehan@usi.com                                                                                                                                                                                                                                |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
|                                                                                                                         | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>32204</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 : Philadelphia Insurance Company | 32204 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER A : Philadelphia Insurance Company                                                                              | 32204                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER B :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER C :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER D :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER E :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| INSURER F :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |
| <b>INSURED</b><br>Northern Human Services, Inc.<br>87 Washington Street<br>Conway, NH 03818-6044                        |                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |             |  |             |  |             |  |             |  |             |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PHPK2255726   | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                             |           |          | PHPK2255722   | 03/31/2021              | 03/31/2022              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000                                                                               |           |          | PHUB761993    | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$<br>PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                          |
| A        | Profession Liab                                                                                                                                                                                                                                                                                                     |           |          | PHPK2255726   | 03/31/2021              | 03/31/2022              | \$1,000,000/\$3,000,000                                                                                                                                                                                                                  |
| A        | Physician Prof                                                                                                                                                                                                                                                                                                      |           |          | PHPK2255726   | 03/31/2021              | 03/31/2022              | \$1,000,000/\$3,000,000                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Evidence of Insurance**

|                                                                                                                                     |                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH Department of Health and Human Services (DHHS)<br>129 Pleasant St<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>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<br><br>                                                                                                                                                         |

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                         |                                           |                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>USI Insurance Services LLC<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | <b>CONTACT NAME:</b> Christine.Skehan     |                       |
|                                                                                                                         | <b>PHONE (A/C, No, Ext):</b> 855 874-0123 | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> Christine.Skehan@usi.com                                                                         |                                           |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                    |                                           | <b>NAIC #</b>         |
| <b>INSURER A:</b> NH Employers Insurance Company                                                                        |                                           | 13083                 |
| <b>INSURER B:</b>                                                                                                       |                                           |                       |
| <b>INSURER C:</b>                                                                                                       |                                           |                       |
| <b>INSURER D:</b>                                                                                                       |                                           |                       |
| <b>INSURER E:</b>                                                                                                       |                                           |                       |
| <b>INSURER F:</b>                                                                                                       |                                           |                       |

**INSURED**  
 Northern Human Services, Inc.  
 87 Washington Street  
 Conway, NH 03818-6044

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                     | ADDL INSR | SUBR INSR | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                 |           |           |                    |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/PROP AGG \$<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                            |           |           |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                     |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                                               |           |           |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |           | ECC60040004322020A | 09/30/2020              | 09/30/2021              | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.

|                                                                                                                                 |                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>State of NH Department of Health and Human Services (DHHS)<br>129 Pleasant St<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>See Note</i> |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Statement of Mission**

“To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.”

**Statement of Vision**

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

*Financial Statements*

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**NORTHERN HUMAN SERVICES, INC.**

**FOR THE YEARS ENDED JUNE 30, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

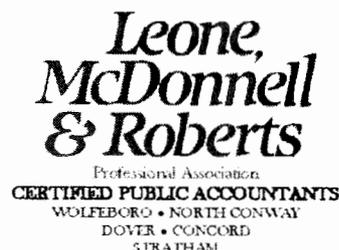
CERTIFIED PUBLIC ACCOUNTANTS

**NORTHERN HUMAN SERVICES, INC.**

**JUNE 30, 2020 AND 2019**

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To the Board of Directors of  
Northern Human Services, Inc.  
Conway, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

### **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 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Northern Human Services, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 22, 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 financial statements from which it has been derived.

### **Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 26 – 34 and schedule of expenditures of federal awards on page 35, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the 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 January 20, 2021, on our consideration of Northern Human 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 Northern Human 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 Northern Human Services, Inc.'s internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts  
Professional Association*

January 20, 2021  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2020 AND 2019****ASSETS**

|                                                                                                   | <b><u>2020</u></b>   | <b><u>2019</u></b>   |
|---------------------------------------------------------------------------------------------------|----------------------|----------------------|
| <b>CURRENT ASSETS</b>                                                                             |                      |                      |
| Cash and cash equivalents, undesignated                                                           | \$ 13,898,376        | \$ 11,282,632        |
| Cash and cash equivalents, board designated                                                       | 318,202              | 318,202              |
| Accounts receivable, less allowance of \$311,000 and<br>\$328,000 for 2020 and 2019, respectively | 2,431,296            | 1,965,991            |
| Grants receivable                                                                                 | 515,878              | 227,519              |
| Assets, limited use                                                                               | 724,596              | 501,911              |
| Prepaid expenses and deposits                                                                     | <u>193,859</u>       | <u>295,077</u>       |
| Total current assets                                                                              | <u>18,082,207</u>    | <u>14,591,332</u>    |
| <b>PROPERTY AND EQUIPMENT, NET</b>                                                                | <u>261,407</u>       | <u>364,455</u>       |
| <b>OTHER ASSETS</b>                                                                               |                      |                      |
| Investments                                                                                       | 2,064,316            | 1,966,886            |
| Cash value of life insurance                                                                      | <u>452,278</u>       | <u>432,585</u>       |
| Total other assets                                                                                | <u>2,516,594</u>     | <u>2,399,471</u>     |
| Total assets                                                                                      | <u>\$ 20,860,208</u> | <u>\$ 17,355,258</u> |

**LIABILITIES AND NET ASSETS**

|                                             |                      |                      |
|---------------------------------------------|----------------------|----------------------|
| <b>CURRENT LIABILITIES</b>                  |                      |                      |
| Accounts payable and accrued expenses       | \$ 1,589,607         | \$ 490,183           |
| Accrued payroll and related liabilities     | 1,522,001            | 1,506,716            |
| Compensated absences payable                | 794,893              | 743,136              |
| Other grants payable                        | 187,352              | 112,182              |
| Refundable advances                         | 132,500              | 197,017              |
| Deferred revenue                            | 101,857              | 431,341              |
| Refundable advances, maintenance of effort  | 339,562              | 391,458              |
| Client funds held in trust                  | 397,289              | 169,364              |
| Due to related party                        | <u>58,112</u>        | <u>48,423</u>        |
| Total liabilities                           | <u>5,123,173</u>     | <u>4,089,820</u>     |
| <b>NET ASSETS</b>                           |                      |                      |
| Net assets without donor restrictions       |                      |                      |
| Undesignated                                | 15,162,607           | 12,691,772           |
| Board designated                            | <u>318,202</u>       | <u>318,202</u>       |
| Total net assets without donor restrictions | 15,480,809           | 13,009,974           |
| Net assets with donor restrictions          | <u>256,226</u>       | <u>255,464</u>       |
| Total net assets                            | <u>15,737,035</u>    | <u>13,265,438</u>    |
| Total liabilities and net assets            | <u>\$ 20,860,208</u> | <u>\$ 17,355,258</u> |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                | <b><u>Without Donor<br/>Restrictions</u></b> | <b><u>With Donor<br/>Restrictions</u></b> | <b><u>2020<br/>Total</u></b> | <b><u>2019<br/>Summarized</u></b> |
|----------------------------------------------------------------|----------------------------------------------|-------------------------------------------|------------------------------|-----------------------------------|
| <b>PUBLIC SUPPORT</b>                                          |                                              |                                           |                              |                                   |
| State and federal grants                                       | \$ 2,169,389                                 | \$ -                                      | \$ 2,169,389                 | \$ 1,131,728                      |
| Other public support                                           | 591,205                                      | -                                         | 591,205                      | 603,307                           |
| Local and county support                                       | 405,607                                      | -                                         | 405,607                      | 442,733                           |
| Donations                                                      | <u>22,671</u>                                | <u>-</u>                                  | <u>22,671</u>                | <u>26,990</u>                     |
| Total public support                                           | <u>3,188,872</u>                             | <u>-</u>                                  | <u>3,188,872</u>             | <u>2,204,758</u>                  |
| <b>REVENUES</b>                                                |                                              |                                           |                              |                                   |
| Program service fees                                           | 41,907,391                                   | -                                         | 41,907,391                   | 38,997,170                        |
| Production income                                              | 327,416                                      | -                                         | 327,416                      | 456,617                           |
| Other revenues                                                 | <u>266,938</u>                               | <u>-</u>                                  | <u>266,938</u>               | <u>382,737</u>                    |
| Total revenues                                                 | <u>42,501,745</u>                            | <u>-</u>                                  | <u>42,501,745</u>            | <u>39,836,524</u>                 |
| Total public support and revenues                              | <u>45,690,617</u>                            | <u>-</u>                                  | <u>45,690,617</u>            | <u>42,041,282</u>                 |
| <b>EXPENSES</b>                                                |                                              |                                           |                              |                                   |
| Program Services:                                              |                                              |                                           |                              |                                   |
| Mental health                                                  | 11,370,057                                   | -                                         | 11,370,057                   | 11,010,994                        |
| Developmental services                                         | <u>25,774,536</u>                            | <u>-</u>                                  | <u>25,774,536</u>            | <u>24,129,392</u>                 |
| Total program services                                         | 37,144,593                                   | -                                         | 37,144,593                   | 35,140,386                        |
| General management                                             | <u>6,283,048</u>                             | <u>-</u>                                  | <u>6,283,048</u>             | <u>5,128,004</u>                  |
| Total expenses                                                 | <u>43,427,641</u>                            | <u>-</u>                                  | <u>43,427,641</u>            | <u>40,268,390</u>                 |
| <b>EXCESS OF PUBLIC SUPPORT<br/>AND REVENUES OVER EXPENSES</b> | <u>2,262,976</u>                             | <u>-</u>                                  | <u>2,262,976</u>             | <u>1,772,892</u>                  |
| <b>NON-OPERATING INCOME</b>                                    |                                              |                                           |                              |                                   |
| Investment return                                              | 113,984                                      | -                                         | 113,984                      | 93,900                            |
| Gain on sale of property                                       | 3,500                                        | -                                         | 3,500                        | -                                 |
| Change in cash value of life insurance                         | 19,693                                       | -                                         | 19,693                       | 18,808                            |
| Interest income                                                | 69,233                                       | 2,211                                     | 71,444                       | 92,269                            |
| Net assets released from restrictions                          | <u>1,449</u>                                 | <u>(1,449)</u>                            | <u>-</u>                     | <u>-</u>                          |
| Total non-operating income                                     | <u>207,859</u>                               | <u>762</u>                                | <u>208,621</u>               | <u>204,977</u>                    |
| Change in net assets                                           | 2,470,835                                    | 762                                       | 2,471,597                    | 1,977,869                         |
| <b>NET ASSETS, BEGINNING OF YEAR</b>                           | <u>13,009,974</u>                            | <u>255,464</u>                            | <u>13,265,438</u>            | <u>11,287,569</u>                 |
| <b>NET ASSETS, END OF YEAR</b>                                 | <u>\$ 15,480,809</u>                         | <u>\$ 256,226</u>                         | <u>\$ 15,737,035</u>         | <u>\$ 13,265,438</u>              |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

|                                                                                         | <u>2020</u>          | <u>2019</u>          |
|-----------------------------------------------------------------------------------------|----------------------|----------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                             |                      |                      |
| Change in net assets                                                                    | \$ 2,471,597         | \$ 1,977,869         |
| Adjustments to reconcile change in net assets<br>to net cash from operating activities: |                      |                      |
| Depreciation                                                                            | 181,884              | 203,721              |
| Unrealized (gain) loss on investments                                                   | (9,790)              | 30,002               |
| Realized gain on investments                                                            | (57,410)             | (81,524)             |
| Gain on sale of property                                                                | (3,500)              | -                    |
| Change in cash value of life insurance                                                  | (6,288)              | (6,129)              |
| (Increase) decrease in assets:                                                          |                      |                      |
| Accounts receivable                                                                     | (465,305)            | (534,267)            |
| Grants receivable                                                                       | (288,359)            | (123,775)            |
| Assets, limited use                                                                     | (222,685)            | 118,040              |
| Prepaid expenses and deposits                                                           | 101,218              | (814)                |
| Increase (decrease) in liabilities:                                                     |                      |                      |
| Accounts payable and accrued expenses                                                   | 1,099,424            | 119,731              |
| Accrued payroll and related liabilities                                                 | 15,285               | (204,854)            |
| Compensated absences payable                                                            | 51,757               | 39,110               |
| Other grants payable                                                                    | 75,170               | 42,381               |
| Refundable advances                                                                     | (64,517)             | (140,909)            |
| Deferred revenue                                                                        | (329,484)            | 315,656              |
| Refundable advances, maintenance of effort                                              | (51,896)             | (580,064)            |
| Client funds held in trust                                                              | 227,925              | (125,503)            |
| Due to related party                                                                    | 9,689                | 3,734                |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>                                        | <u>2,734,715</u>     | <u>1,052,405</u>     |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                             |                      |                      |
| Purchases of property                                                                   | (83,336)             | (40,833)             |
| Proceeds from sale of property                                                          | 8,000                | -                    |
| Purchases of investments                                                                | (302,115)            | (449,908)            |
| Proceeds from sales of investments                                                      | 318,669              | 457,019              |
| Reinvested dividends                                                                    | (46,784)             | (42,378)             |
| Change in cash value of life insurance                                                  | (13,405)             | (12,679)             |
| <b>NET CASH USED IN INVESTING ACTIVITIES</b>                                            | <u>(118,971)</u>     | <u>(88,779)</u>      |
| <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>                                        | 2,615,744            | 963,626              |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                                     | <u>11,600,834</u>    | <u>10,637,208</u>    |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>                                           | <u>\$ 14,216,578</u> | <u>\$ 11,600,834</u> |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                   | <b><u>Mental<br/>Health</u></b> | <b><u>Developmental<br/>Services</u></b> | <b><u>Subtotals</u></b> | <b><u>General<br/>Management</u></b> | <b><u>2020<br/>Total</u></b> | <b><u>2019<br/>Summarized</u></b> |
|-----------------------------------|---------------------------------|------------------------------------------|-------------------------|--------------------------------------|------------------------------|-----------------------------------|
| <b>EXPENSES</b>                   |                                 |                                          |                         |                                      |                              |                                   |
| Salaries and wages                | \$ 7,256,309                    | \$ 7,288,247                             | \$ 14,544,556           | \$ 3,803,080                         | \$ 18,347,636                | \$ 18,504,225                     |
| Employee benefits                 | 1,443,451                       | 2,006,173                                | 3,449,624               | 862,879                              | 4,312,503                    | 4,031,156                         |
| Payroll taxes                     | 511,611                         | 505,954                                  | 1,017,565               | 242,248                              | 1,259,813                    | 1,297,577                         |
| Client wages                      | 108,499                         | 98,994                                   | 207,493                 | -                                    | 207,493                      | 266,295                           |
| Professional fees                 | 206,342                         | 13,952,776                               | 14,159,118              | 770,902                              | 14,930,020                   | 11,428,062                        |
| Staff development<br>and training | 19,191                          | 19,969                                   | 39,160                  | 5,295                                | 44,455                       | 69,802                            |
| Occupancy costs                   | 604,577                         | 510,258                                  | 1,114,835               | 183,890                              | 1,298,725                    | 1,306,350                         |
| Consumable supplies               | 196,136                         | 206,721                                  | 402,857                 | 59,328                               | 462,185                      | 515,745                           |
| Equipment expenses                | 105,910                         | 141,286                                  | 247,196                 | 45,942                               | 293,138                      | 302,932                           |
| Communications                    | 131,115                         | 118,675                                  | 249,790                 | 47,935                               | 297,725                      | 283,129                           |
| Travel and transportation         | 189,477                         | 646,801                                  | 836,278                 | 30,874                               | 867,152                      | 1,100,741                         |
| Assistance to individuals         | 1,961                           | 77,038                                   | 78,999                  | 140                                  | 79,139                       | 113,138                           |
| Insurance                         | 51,989                          | 73,139                                   | 125,128                 | 27,835                               | 152,963                      | 150,487                           |
| Membership dues                   | 24,205                          | 16,785                                   | 40,990                  | 87,476                               | 128,466                      | 127,194                           |
| Bad debt expense                  | 508,139                         | 108,562                                  | 616,701                 | -                                    | 616,701                      | 750,495                           |
| Other expenses                    | <u>11,145</u>                   | <u>3,158</u>                             | <u>14,303</u>           | <u>115,224</u>                       | <u>129,527</u>               | <u>21,062</u>                     |
| Total expenses                    | <u>\$ 11,370,057</u>            | <u>\$ 25,774,536</u>                     | <u>\$ 37,144,593</u>    | <u>\$ 6,283,048</u>                  | <u>\$ 43,427,641</u>         | <u>\$ 40,268,390</u>              |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b>Non-Specialized<br/><u>Outpatient</u></b> | <b>State<br/>Eligible Adult<br/><u>Outpatient</u></b> | <b>Outpatient<br/><u>Contracts</u></b> | <b>Children<br/>and<br/><u>Adolescents</u></b> |
|--------------------------------|----------------------------------------------|-------------------------------------------------------|----------------------------------------|------------------------------------------------|
| <b>EXPENSES</b>                |                                              |                                                       |                                        |                                                |
| Salaries and wages             | \$ 305,785                                   | \$ 895,118                                            | \$ 277,034                             | \$ 845,154                                     |
| Employee benefits              | 51,579                                       | 117,088                                               | 55,526                                 | 146,560                                        |
| Payroll taxes                  | 21,592                                       | 60,436                                                | 19,730                                 | 59,273                                         |
| Client wages                   | -                                            | -                                                     | -                                      | -                                              |
| Professional fees              | 15,807                                       | 21,234                                                | 7,117                                  | 32,118                                         |
| Staff development and training | 885                                          | 6,337                                                 | 728                                    | 3,136                                          |
| Occupancy costs                | 30,785                                       | 56,343                                                | 19,900                                 | 44,634                                         |
| Consumable supplies            | 15,456                                       | 11,165                                                | 3,185                                  | 10,122                                         |
| Equipment expenses             | 8,260                                        | 9,410                                                 | 3,201                                  | 7,617                                          |
| Communications                 | 22,116                                       | 19,573                                                | 2,874                                  | 9,403                                          |
| Travel and transportation      | 48                                           | 1,588                                                 | 4,351                                  | 23,661                                         |
| Assistance to individuals      | 57                                           | 70                                                    | -                                      | 375                                            |
| Insurance                      | 3,556                                        | 7,493                                                 | 2,719                                  | 6,053                                          |
| Membership dues                | 2,277                                        | 4,753                                                 | 1,350                                  | 4,675                                          |
| Bad debt expense               | 10,441                                       | 67,115                                                | 301                                    | 24,825                                         |
| Other expenses                 | 64                                           | 130                                                   | 646                                    | 187                                            |
|                                | <u>                    </u>                  | <u>                    </u>                           | <u>                    </u>            | <u>                    </u>                    |
| Total expenses                 | <b><u>\$ 488,708</u></b>                     | <b><u>\$ 1,277,853</u></b>                            | <b><u>\$ 398,662</u></b>               | <b><u>\$ 1,217,793</u></b>                     |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b><u>Emergency<br/>Services</u></b> | <b><u>Other<br/>Non-BBH</u></b> | <b><u>Integrated<br/>Health Grant</u></b> | <b><u>Bureau of<br/>Drug &amp; Alcohol<br/>Services</u></b> |
|--------------------------------|--------------------------------------|---------------------------------|-------------------------------------------|-------------------------------------------------------------|
| <b>EXPENSES</b>                |                                      |                                 |                                           |                                                             |
| Salaries and wages             | \$ 505,435                           | \$ 283,877                      | \$ 28,654                                 | \$ 134,646                                                  |
| Employee benefits              | 93,382                               | 67,793                          | 4,005                                     | 25,594                                                      |
| Payroll taxes                  | 34,701                               | 19,752                          | 2,206                                     | 9,531                                                       |
| Client wages                   | -                                    | -                               | -                                         | -                                                           |
| Professional fees              | 11,933                               | 9,757                           | 11,273                                    | 1,282                                                       |
| Staff development and training | 778                                  | 2,067                           | -                                         | 761                                                         |
| Occupancy costs                | 29,465                               | 13,355                          | 32,920                                    | 4,227                                                       |
| Consumable supplies            | 5,302                                | 3,872                           | 16,827                                    | 635                                                         |
| Equipment expenses             | 7,086                                | 2,270                           | 320                                       | 636                                                         |
| Communications                 | 24,475                               | 2,340                           | -                                         | 639                                                         |
| Travel and transportation      | 1,145                                | 7,452                           | 239                                       | 491                                                         |
| Assistance to individuals      | 47                                   | 6                               | -                                         | -                                                           |
| Insurance                      | 4,062                                | 1,675                           | -                                         | 569                                                         |
| Membership dues                | 1,270                                | 567                             | -                                         | 884                                                         |
| Bad debt expense               | 29,523                               | 1,242                           | -                                         | 4,566                                                       |
| Other expenses                 | 52                                   | 40                              | -                                         | 7                                                           |
|                                | <u>                  </u>            | <u>                  </u>       | <u>                  </u>                 | <u>                  </u>                                   |
| Total expenses                 | <b><u>\$ 748,656</u></b>             | <b><u>\$ 416,065</u></b>        | <b><u>\$ 96,444</u></b>                   | <b><u>\$ 184,468</u></b>                                    |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b><u>Drug<br/>Court</u></b> | <b><u>Vocational<br/>Services</u></b> | <b><u>Restorative<br/>Partial<br/>Hospital</u></b> | <b><u>Case<br/>Management</u></b> |
|--------------------------------|------------------------------|---------------------------------------|----------------------------------------------------|-----------------------------------|
| <b>EXPENSES</b>                |                              |                                       |                                                    |                                   |
| Salaries and wages             | \$ 249,297                   | \$ 144,044                            | \$ 50,325                                          | \$ 801,809                        |
| Employee benefits              | 43,679                       | 33,545                                | 13,087                                             | 163,766                           |
| Payroll taxes                  | 17,304                       | 14,036                                | 3,796                                              | 57,497                            |
| Client wages                   | -                            | 49,568                                | -                                                  | -                                 |
| Professional fees              | 3,125                        | 3,251                                 | 902                                                | 20,513                            |
| Staff development and training | 696                          | 108                                   | 8                                                  | 578                               |
| Occupancy costs                | -                            | 12,105                                | 2,288                                              | 44,080                            |
| Consumable supplies            | 2,532                        | 3,870                                 | 19,248                                             | 11,920                            |
| Equipment expenses             | 6,233                        | 2,020                                 | 622                                                | 9,417                             |
| Communications                 | 2,911                        | 1,827                                 | 239                                                | 8,461                             |
| Travel and transportation      | 5,482                        | 10,523                                | -                                                  | 41,138                            |
| Assistance to individuals      | -                            | -                                     | -                                                  | 63                                |
| Insurance                      | -                            | 1,312                                 | 474                                                | 6,908                             |
| Membership dues                | -                            | 419                                   | 148                                                | 2,263                             |
| Bad debt expense               | 1,598                        | 1,772                                 | 4,400                                              | 151,290                           |
| Other expenses                 | 8,859                        | 580                                   | 7                                                  | 171                               |
|                                | <u>\$ 341,716</u>            | <u>\$ 278,980</u>                     | <u>\$ 95,544</u>                                   | <u>\$ 1,319,874</u>               |
| Total expenses                 | <u>\$ 341,716</u>            | <u>\$ 278,980</u>                     | <u>\$ 95,544</u>                                   | <u>\$ 1,319,874</u>               |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b><u>Supportive<br/>Living</u></b> | <b><u>Community<br/>Residences</u></b> | <b><u>Bridge<br/>Grant</u></b> | <b><u>Victims of<br/>Crime Act<br/>Program</u></b> |
|--------------------------------|-------------------------------------|----------------------------------------|--------------------------------|----------------------------------------------------|
| <b>EXPENSES</b>                |                                     |                                        |                                |                                                    |
| Salaries and wages             | \$ 641,565                          | \$ 749,341                             | \$ 36,098                      | \$ 377,776                                         |
| Employee benefits              | 173,092                             | 200,077                                | 6,857                          | 68,157                                             |
| Payroll taxes                  | 45,567                              | 52,339                                 | 2,599                          | 24,593                                             |
| Client wages                   | -                                   | -                                      | -                              | -                                                  |
| Professional fees              | 15,281                              | 5,383                                  | 570                            | 8,559                                              |
| Staff development and training | 463                                 | 61                                     | 221                            | 1,480                                              |
| Occupancy costs                | 39,828                              | 43,829                                 | 117,842                        | 22,749                                             |
| Consumable supplies            | 12,497                              | 27,012                                 | 1,075                          | 4,227                                              |
| Equipment expenses             | 7,698                               | 10,894                                 | 131                            | 3,878                                              |
| Communications                 | 6,425                               | 11,231                                 | -                              | 3,524                                              |
| Travel and transportation      | 41,185                              | 4,565                                  | 1,991                          | 6,297                                              |
| Assistance to individuals      | 684                                 | 624                                    | -                              | 21                                                 |
| Insurance                      | 6,671                               | 2,134                                  | -                              | 3,114                                              |
| Membership dues                | 2,123                               | 645                                    | -                              | 972                                                |
| Bad debt expense               | 52,421                              | 13,832                                 | -                              | 8,403                                              |
| Other expenses                 | 164                                 | 91                                     | -                              | 39                                                 |
|                                | <u>1,045,664</u>                    | <u>1,122,058</u>                       | <u>167,384</u>                 | <u>533,789</u>                                     |
| Total expenses                 | <u>\$ 1,045,664</u>                 | <u>\$ 1,122,058</u>                    | <u>\$ 167,384</u>              | <u>\$ 533,789</u>                                  |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b><u>ACT</u></b>   | <b><u>Other</u></b>         | <b><u>Total</u></b>         | <b><u>2019</u></b>       |
|--------------------------------|---------------------|-----------------------------|-----------------------------|--------------------------|
|                                | <b><u>Team</u></b>  | <b><u>Mental Health</u></b> | <b><u>Mental Health</u></b> | <b><u>Summarized</u></b> |
|                                |                     | <b><u>Programs</u></b>      | <b><u>Programs</u></b>      |                          |
| <b>EXPENSES</b>                |                     |                             |                             |                          |
| Salaries and wages             | \$ 877,567          | \$ 52,784                   | \$ 7,256,309                | \$ 6,877,783             |
| Employee benefits              | 169,573             | 10,091                      | 1,443,451                   | 1,347,375                |
| Payroll taxes                  | 58,250              | 8,409                       | 511,611                     | 485,191                  |
| Client wages                   | -                   | 58,931                      | 108,499                     | 126,389                  |
| Professional fees              | 37,016              | 1,221                       | 206,342                     | 232,781                  |
| Staff development and training | 843                 | 41                          | 19,191                      | 25,417                   |
| Occupancy costs                | 66,852              | 23,375                      | 604,577                     | 534,882                  |
| Consumable supplies            | 8,038               | 39,153                      | 196,136                     | 210,246                  |
| Equipment expenses             | 6,331               | 19,886                      | 105,910                     | 108,075                  |
| Communications                 | 7,288               | 7,789                       | 131,115                     | 124,747                  |
| Travel and transportation      | 35,310              | 4,011                       | 189,477                     | 248,647                  |
| Assistance to individuals      | 14                  | -                           | 1,961                       | 3,676                    |
| Insurance                      | 4,964               | 285                         | 51,989                      | 53,176                   |
| Membership dues                | 1,771               | 88                          | 24,205                      | 27,022                   |
| Bad debt expense               | 135,984             | 426                         | 508,139                     | 604,579                  |
| Other expenses                 | 47                  | 61                          | 11,145                      | 1,008                    |
|                                | <u>          </u>   | <u>          </u>           | <u>          </u>           | <u>          </u>        |
| Total expenses                 | <u>\$ 1,409,848</u> | <u>\$ 226,551</u>           | <u>\$ 11,370,057</u>        | <u>\$ 11,010,994</u>     |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <u>Service<br/>Coordination</u> | <u>School<br/>District<br/>Contracts</u> | <u>Day<br/>Programs</u>   | <u>Early<br/>Supports<br/>&amp; Services</u> | <u>Independent<br/>Living<br/>Services</u> |
|--------------------------------|---------------------------------|------------------------------------------|---------------------------|----------------------------------------------|--------------------------------------------|
| <b>EXPENSES</b>                |                                 |                                          |                           |                                              |                                            |
| Salaries and wages             | \$ 611,199                      | \$ 62,146                                | \$ 2,706,030              | \$ 474,436                                   | \$ 86,624                                  |
| Employee benefits              | 173,293                         | 10,827                                   | 910,093                   | 85,514                                       | 19,059                                     |
| Payroll taxes                  | 41,854                          | 4,497                                    | 194,832                   | 34,127                                       | 6,481                                      |
| Client wages                   | -                               | -                                        | 87,760                    | -                                            | -                                          |
| Professional fees              | 188,830                         | 257                                      | 151,700                   | 162,415                                      | 17,303                                     |
| Staff development and training | 862                             | 20                                       | 3,463                     | 3,459                                        | 167                                        |
| Occupancy costs                | 47,971                          | 1,916                                    | 244,066                   | 10,098                                       | 4,459                                      |
| Consumable supplies            | 12,294                          | 574                                      | 56,198                    | 7,432                                        | 865                                        |
| Equipment expenses             | 6,925                           | 465                                      | 87,752                    | 3,955                                        | 1,160                                      |
| Communications                 | 4,605                           | 230                                      | 40,746                    | 18,682                                       | 721                                        |
| Travel and transportation      | 17,314                          | 1,399                                    | 431,982                   | 74,034                                       | 2,204                                      |
| Assistance to individuals      | 1                               | -                                        | 25,799                    | 45                                           | -                                          |
| Insurance                      | 5,769                           | 458                                      | 31,646                    | 4,378                                        | 1,090                                      |
| Membership dues                | 16                              | 4                                        | 11,587                    | 97                                           | 3                                          |
| Bad debt expense               | -                               | -                                        | 4,203                     | 93,990                                       | 7,099                                      |
| Other expenses                 | 396                             | 6                                        | 1,960                     | 55                                           | 30                                         |
|                                | <u>                  </u>       | <u>                  </u>                | <u>                  </u> | <u>                  </u>                    | <u>                  </u>                  |
| Total expenses                 | <u>\$ 1,111,329</u>             | <u>\$ 82,799</u>                         | <u>\$ 4,989,817</u>       | <u>\$ 972,717</u>                            | <u>\$ 147,265</u>                          |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <u>Family<br/>Residence</u> | <u>Combined Day/<br/>Residential<br/>Vendor</u> | <u>Individual<br/>Supported<br/>Living</u> | <u>Consolidated<br/>Services</u> | <u>Combined Day/<br/>Residential<br/>Services</u> |
|--------------------------------|-----------------------------|-------------------------------------------------|--------------------------------------------|----------------------------------|---------------------------------------------------|
| <b>EXPENSES</b>                |                             |                                                 |                                            |                                  |                                                   |
| Salaries and wages             | \$ 1,897,667                | \$ -                                            | \$ 227,899                                 | \$ 834,567                       | \$ 15,082                                         |
| Employee benefits              | 502,042                     | -                                               | 64,731                                     | 155,677                          | 4,309                                             |
| Payroll taxes                  | 135,041                     | -                                               | 16,066                                     | 45,411                           | 1,060                                             |
| Client wages                   | 11,155                      | -                                               | 79                                         | -                                | -                                                 |
| Professional fees              | 3,428,066                   | 1,773,295                                       | 21,881                                     | 1,331,284                        | 1,576,834                                         |
| Staff development and training | 8,694                       | -                                               | 387                                        | 1,547                            | 58                                                |
| Occupancy costs                | 132,775                     | -                                               | 41,130                                     | 3,903                            | 1,613                                             |
| Consumable supplies            | 93,846                      | -                                               | 10,528                                     | 4,241                            | 10,707                                            |
| Equipment expenses             | 28,300                      | -                                               | 2,007                                      | 7,043                            | 358                                               |
| Communications                 | 27,319                      | -                                               | 4,476                                      | 16,664                           | 175                                               |
| Travel and transportation      | 50,755                      | -                                               | 4,903                                      | 54,024                           | -                                                 |
| Assistance to individuals      | 461                         | -                                               | 1,093                                      | 25,940                           | 515                                               |
| Insurance                      | 16,029                      | -                                               | 2,292                                      | 7,540                            | 316                                               |
| Membership dues                | 91                          | -                                               | 3                                          | 4,176                            | -                                                 |
| Bad debt expense               | 3,270                       | -                                               | -                                          | -                                | -                                                 |
| Other expenses                 | 536                         | -                                               | 29                                         | 96                               | 4                                                 |
|                                | <u>\$ 6,336,047</u>         | <u>\$ 1,773,295</u>                             | <u>\$ 397,504</u>                          | <u>\$ 2,492,113</u>              | <u>\$ 1,611,031</u>                               |
| Total expenses                 |                             |                                                 |                                            |                                  |                                                   |

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                | <b>Acquired<br/>Brain<br/>Disorder</b> | <b>Other<br/>Developmental<br/>Services<br/>Programs</b> | <b>Total<br/>Developmental<br/>Services<br/>Programs</b> | <b>2019<br/>Summarized</b> |
|--------------------------------|----------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------|
| <b>EXPENSES</b>                |                                        |                                                          |                                                          |                            |
| Salaries and wages             | \$ 18,056                              | \$ 354,541                                               | \$ 7,288,247                                             | \$ 8,271,846               |
| Employee benefits              | 10,260                                 | 70,368                                                   | 2,006,173                                                | 1,938,195                  |
| Payroll taxes                  | 1,186                                  | 25,399                                                   | 505,954                                                  | 586,023                    |
| Client wages                   | -                                      | -                                                        | 98,994                                                   | 139,906                    |
| Professional fees              | 130,609                                | 5,170,302                                                | 13,952,776                                               | 10,927,612                 |
| Staff development and training | 51                                     | 1,261                                                    | 19,969                                                   | 20,925                     |
| Occupancy costs                | 1,111                                  | 21,216                                                   | 510,258                                                  | 570,870                    |
| Consumable supplies            | 323                                    | 9,713                                                    | 206,721                                                  | 240,950                    |
| Equipment expenses             | 300                                    | 3,021                                                    | 141,286                                                  | 159,725                    |
| Communications                 | 173                                    | 4,884                                                    | 118,675                                                  | 116,259                    |
| Travel and transportation      | 899                                    | 9,287                                                    | 646,801                                                  | 809,689                    |
| Assistance to individuals      | -                                      | 23,184                                                   | 77,038                                                   | 108,288                    |
| Insurance                      | 269                                    | 3,352                                                    | 73,139                                                   | 72,670                     |
| Membership dues                | -                                      | 808                                                      | 16,785                                                   | 18,036                     |
| Bad debt expense               | -                                      | -                                                        | 108,562                                                  | 145,916                    |
| Other expenses                 | 3                                      | 43                                                       | 3,158                                                    | 2,482                      |
|                                | <u>3</u>                               | <u>43</u>                                                | <u>3,158</u>                                             | <u>2,482</u>               |
| Total expenses                 | <u>\$ 163,240</u>                      | <u>\$ 5,697,379</u>                                      | <u>\$ 25,774,536</u>                                     | <u>\$ 24,129,392</u>       |

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

**Basis of Accounting**

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor 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 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. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2020 and 2019, the Organization had net assets with donor restrictions and net assets without donor restrictions.

**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 use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support 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 without donor restrictions.

**Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

|           |              |
|-----------|--------------|
| Vehicles  | 5 – 10 years |
| Equipment | 3 – 10 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**Investments**

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

**Accrued Earned Time**

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

**Program Service Fee Revenue**

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general 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.

### **Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2018 – 2020), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

### **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 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:

|                                                                                     | <u>2020</u>          | <u>2019</u>          |
|-------------------------------------------------------------------------------------|----------------------|----------------------|
| Financial assets at year end:                                                       |                      |                      |
| Cash and cash equivalents                                                           | \$ 14,243,428        | \$ 11,600,834        |
| Accounts receivable, net                                                            | 2,431,296            | 1,965,991            |
| Grants receivable                                                                   | 515,878              | 227,519              |
| Assets, limited use                                                                 | 697,746              | 501,911              |
| Investments                                                                         | 2,064,316            | 1,966,886            |
| Cash value of life insurance                                                        | <u>452,278</u>       | <u>432,585</u>       |
| Total financial assets                                                              | 20,404,942           | 16,695,726           |
| Less amounts not available to be used within one year:                              |                      |                      |
| Cash and cash equivalents, board designated                                         | 318,202              | 318,202              |
| Client funds held in trust                                                          | 397,289              | 169,364              |
| Net assets with donor restrictions                                                  | <u>256,226</u>       | <u>255,464</u>       |
| Total amounts not available within one year                                         | <u>971,717</u>       | <u>743,030</u>       |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 19,433,225</u> | <u>\$ 15,952,696</u> |

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$14,100,000).

**3. ASSETS, LIMITED USE**

As of June 30, 2020 and 2019, assets, limited use consisted of the following:

|                            | <u>2020</u>       | <u>2019</u>       |
|----------------------------|-------------------|-------------------|
| Donor restricted cash      | \$ 256,226        | \$ 255,464        |
| Client funds held in trust | 370,403           | 170,366           |
| Employee benefits          | <u>71,117</u>     | <u>76,081</u>     |
| Total assets, limited use  | <u>\$ 697,746</u> | <u>\$ 501,911</u> |

**4. PROPERTY AND DEPRECIATION**

As of June 30, 2020 and 2019, property and equipment consisted of the following:

|                               | <u>2020</u>       | <u>2019</u>       |
|-------------------------------|-------------------|-------------------|
| Vehicles                      | \$ 633,548        | \$ 647,048        |
| Equipment                     | <u>2,779,836</u>  | <u>2,696,501</u>  |
| Total property and equipment  | 3,413,384         | 3,343,549         |
| Less accumulated depreciation | <u>3,151,977</u>  | <u>2,979,094</u>  |
| Property and equipment, net   | <u>\$ 261,407</u> | <u>\$ 364,455</u> |

Depreciation expense totaled \$181,884 and \$203,721 for the years ended June 30, 2020 and 2019, respectively.

**5. INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2020 and 2019:

|                            | <u>2020</u>         |                     | <u>2019</u>         |                     |
|----------------------------|---------------------|---------------------|---------------------|---------------------|
|                            | <u>Fair Value</u>   | <u>Cost</u>         | <u>Fair Value</u>   | <u>Cost</u>         |
| <b>Money Market Funds</b>  | \$ 51,642           | \$ 51,642           | \$ 19,601           | \$ 19,601           |
| <b>Mutual Funds:</b>       |                     |                     |                     |                     |
| Domestic equity funds      | 721,852             | 649,349             | 690,460             | 599,516             |
| International equity funds | 305,407             | 298,585             | 302,374             | 289,349             |
| Fixed income funds         | 949,227             | 900,785             | 901,146             | 882,426             |
| Other mutual funds         | <u>36,188</u>       | <u>39,192</u>       | <u>53,305</u>       | <u>58,506</u>       |
| <b>Total</b>               | <u>\$ 2,064,316</u> | <u>\$ 1,939,553</u> | <u>\$ 1,966,886</u> | <u>\$ 1,849,398</u> |

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

|                                                | <u>2020</u>       | <u>2019</u>      |
|------------------------------------------------|-------------------|------------------|
| <b><u>Components of Investment Return:</u></b> |                   |                  |
| Interest and dividends                         | \$ 46,784         | \$ 42,378        |
| Unrealized gains (losses) on investments       | 9,790             | (30,002)         |
| Realized gains on investments                  | <u>57,410</u>     | <u>81,524</u>    |
|                                                | <u>\$ 113,984</u> | <u>\$ 93,900</u> |

Investment management fees for the years ended June 30, 2020 and 2019 were \$15,350 and \$14,064, respectively, and were netted with investment return.

**6. FAIR VALUE MEASUREMENTS**

*FASB ASC Topic No. 820-10* provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

**Level 1** - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2020 and 2019.

*Mutual Funds:* All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

*Life Insurance:* The surrender value of life insurance is valued at the cash value guaranteed to the policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2020 and 2019 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

|                                     | <b><u>2020</u></b>    |                       |                       |                     |
|-------------------------------------|-----------------------|-----------------------|-----------------------|---------------------|
|                                     | <b><u>Level 1</u></b> | <b><u>Level 2</u></b> | <b><u>Level 3</u></b> | <b><u>Total</u></b> |
| <b>Money Market Funds</b>           | \$ 51,642             | \$ -                  | \$ -                  | \$ 51,642           |
| <b>Mutual Funds</b>                 |                       |                       |                       |                     |
| Domestic equity funds               | 721,852               | -                     | -                     | 721,852             |
| International equity funds          | 305,407               | -                     | -                     | 305,407             |
| Fixed income funds                  | 949,227               | -                     | -                     | 949,227             |
| Other funds                         | 36,188                | -                     | -                     | 36,188              |
| <b>Cash Value of Life Insurance</b> | <u>-</u>              | <u>452,278</u>        | <u>-</u>              | <u>452,278</u>      |
| Total investments at fair value     | <u>\$ 2,064,316</u>   | <u>\$ 452,278</u>     | <u>\$ -</u>           | <u>\$ 2,516,594</u> |

|                                     | <u>2019</u>             |                       |                 |                         |
|-------------------------------------|-------------------------|-----------------------|-----------------|-------------------------|
|                                     | <u>Level 1</u>          | <u>Level 2</u>        | <u>Level 3</u>  | <u>Total</u>            |
| <b>Money Market Funds</b>           | \$ 19,601               | \$ -                  | \$ -            | \$ 19,601               |
| <b>Mutual Funds</b>                 |                         |                       |                 |                         |
| Domestic equity funds               | 690,460                 | -                     | -               | 690,460                 |
| International equity funds          | 302,374                 | -                     | -               | 302,374                 |
| Fixed income funds                  | 901,146                 | -                     | -               | 901,146                 |
| Other funds                         | 53,305                  | -                     | -               | 53,305                  |
| <b>Cash Value of Life Insurance</b> | -                       | <u>432,585</u>        | -               | <u>432,585</u>          |
| <br>Total investments at fair value | <br><u>\$ 1,966,886</u> | <br><u>\$ 432,585</u> | <br><u>\$ -</u> | <br><u>\$ 2,399,471</u> |

#### 7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$422,993 and \$276,510 for the years ended June 30, 2020 and 2019, respectively.

#### 8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2020 and 2019. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$14,030,868 and \$11,239,183, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

#### 9. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019, approximately 87% of the total revenue was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 87% and 75% of the total accounts receivable balances at June 30, 2020 and 2019, respectively.

#### 10. **LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$1,030,701 and \$901,993 for the years ended June 30, 2020 and 2019, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2020 is as follows:

| <b><u>Year Ending<br/>June 30</u></b> | <b><u>Amount</u></b> |
|---------------------------------------|----------------------|
| 2021                                  | \$ 941,622           |
| 2022                                  | <u>38,973</u>        |
| Total                                 | <u>\$ 980,595</u>    |

See Note 11 for information regarding lease agreements with a related party.

#### 11. **RELATED PARTY TRANSACTIONS**

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

##### **Due to/from Related Party**

At June 30, 2020 and 2019, the Organization had a due to Shallow River balance in the amount of \$58,112 and \$48,423, respectively.

##### **Rental Expense**

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$770,034 and \$766,575 for the years ended June 30, 2020 and 2019, respectively. The Organization also leases space from a board member for \$1,000 per month.

##### **Management Fee**

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2020 and 2019.

### **Donation**

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2020 and 2019, Shallow River did not make a donation to the Organization but retained its surplus of \$254,448 and \$246,624, respectively, due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs.

### **12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT**

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2020 and 2019, the outstanding capitated payment liability totaled \$339,562 and \$391,458, respectively.

### **13. COMMITMENTS AND CONTINGENCIES**

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization ensures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

**14. NET ASSETS WITH DONOR RESTRICTIONS**

At June 30, 2020 and 2019, net assets with donor restrictions consisted of the following:

|                                          | <u>2020</u>       | <u>2019</u>       |
|------------------------------------------|-------------------|-------------------|
| Certificates of Deposit – Memorial Fund  | \$ 252,417        | \$ 252,417        |
| Dream Team Fund                          | 2,962             | 2,832             |
| Income earned on the Memorial Fund       | <u>847</u>        | <u>215</u>        |
| Total net assets with donor restrictions | <u>\$ 256,226</u> | <u>\$ 255,464</u> |

**15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS**

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing “maintenance funds” for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2020 and 2019, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2020 and June 30, 2019 were as follows:

|                                            | <u>2020</u>       | <u>2019</u>       |
|--------------------------------------------|-------------------|-------------------|
| Certificates of deposit, beginning of year | \$ 252,417        | \$ 252,417        |
| Interest income                            | 631               | 555               |
| Withdrawals                                | <u>(631)</u>      | <u>(555)</u>      |
| Certificates of deposit end of year        | <u>\$ 252,417</u> | <u>\$ 252,417</u> |

#### 16. 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 \$792,055 and expended \$792,055 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. Subsequent to year end, in November 2020, the program was reinstated.

#### 17. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

#### 18. OTHER EVENTS

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 January 20, 2021, 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.

#### 19. 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 January 20, 2021, the date the June 30, 2020 financial statements were available for issuance. See Note 18 regarding COVID-19 information.

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                  | <u>Mental Health</u> | <u>Developmental Services</u> | <u>Subtotals</u>    | <u>General Management</u> | <u>2020 Total</u>   | <u>2019 Summarized</u> |
|------------------------------------------------------------------|----------------------|-------------------------------|---------------------|---------------------------|---------------------|------------------------|
| <b>REVENUES</b>                                                  |                      |                               |                     |                           |                     |                        |
| Program service fees:                                            |                      |                               |                     |                           |                     |                        |
| Client fees                                                      | \$ 572,870           | \$ 24,870                     | \$ 597,740          | \$ -                      | \$ 597,740          | \$ 778,251             |
| Residential fees                                                 | 69,223               | 221,166                       | 290,389             | -                         | 290,389             | 322,703                |
| Blue Cross                                                       | 182,887              | 36,243                        | 219,130             | -                         | 219,130             | 213,324                |
| Medicaid                                                         | 12,177,461           | 27,575,809                    | 39,753,270          | -                         | 39,753,270          | 36,728,974             |
| Medicare                                                         | 527,140              | -                             | 527,140             | -                         | 527,140             | 491,840                |
| Other insurance                                                  | 315,887              | 62,045                        | 377,932             | -                         | 377,932             | 321,906                |
| Local educational authorities                                    | -                    | 128,424                       | 128,424             | -                         | 128,424             | 130,058                |
| Vocational rehabilitation                                        | 5,500                | 7,277                         | 12,777              | -                         | 12,777              | 8,974                  |
| Other program fees                                               | 589                  | -                             | 589                 | -                         | 589                 | 1,140                  |
| Production/service income                                        | 194,429              | 132,987                       | 327,416             | -                         | 327,416             | 456,617                |
| Public support:                                                  |                      |                               |                     |                           |                     |                        |
| Local/county government                                          | 403,207              | 2,400                         | 405,607             | -                         | 405,607             | 442,733                |
| Donations/contributions                                          | 2,810                | 17,512                        | 20,322              | 2,349                     | 22,671              | 26,990                 |
| Other public support                                             | 312,719              | -                             | 312,719             | -                         | 312,719             | 343,307                |
| Bureau of Developmental Services and Bureau of Behavioral Health | 890,611              | 296,362                       | 1,186,973           | -                         | 1,186,973           | 848,453                |
| Other federal and state funding:                                 |                      |                               |                     |                           |                     |                        |
| HUD                                                              | 75,565               | -                             | 75,565              | -                         | 75,565              | 129,535                |
| Other                                                            | 109,947              | -                             | 109,947             | 796,904                   | 906,851             | 153,740                |
| Private foundation grants                                        | 273,486              | -                             | 273,486             | 5,000                     | 278,486             | 260,000                |
| Other revenues                                                   | <u>89,605</u>        | <u>66,433</u>                 | <u>156,038</u>      | <u>110,900</u>            | <u>266,938</u>      | <u>382,737</u>         |
| Total revenues                                                   | <u>16,203,936</u>    | <u>28,571,528</u>             | <u>44,775,464</u>   | <u>915,153</u>            | <u>45,690,617</u>   | <u>42,041,282</u>      |
| <b>EXPENSES</b>                                                  |                      |                               |                     |                           |                     |                        |
| Salaries and wages                                               | \$ 7,256,309         | \$ 7,288,247                  | \$ 14,544,556       | \$ 3,803,080              | \$ 18,347,636       | \$ 18,504,225          |
| Employee benefits                                                | 1,443,451            | 2,006,173                     | 3,449,624           | 862,879                   | 4,312,503           | 4,031,156              |
| Payroll taxes                                                    | 511,611              | 505,954                       | 1,017,565           | 242,248                   | 1,259,813           | 1,297,577              |
| Client wages                                                     | 108,499              | 98,994                        | 207,493             | -                         | 207,493             | 266,295                |
| Professional fees                                                | 206,342              | 13,952,776                    | 14,159,118          | 770,902                   | 14,930,020          | 11,428,062             |
| Staff development and training                                   | 19,191               | 19,969                        | 39,160              | 5,295                     | 44,455              | 69,802                 |
| Occupancy costs                                                  | 604,577              | 510,258                       | 1,114,835           | 183,890                   | 1,298,725           | 1,306,350              |
| Consumable supplies                                              | 196,136              | 206,721                       | 402,857             | 59,328                    | 462,185             | 515,745                |
| Equipment expenses                                               | 105,910              | 141,286                       | 247,196             | 45,942                    | 293,138             | 302,932                |
| Communications                                                   | 131,115              | 118,675                       | 249,790             | 47,935                    | 297,725             | 283,129                |
| Travel and transportation                                        | 189,477              | 646,801                       | 836,278             | 30,874                    | 867,152             | 1,100,741              |
| Assistance to individuals                                        | 1,961                | 77,038                        | 78,999              | 140                       | 79,139              | 113,138                |
| Insurance                                                        | 51,989               | 73,139                        | 125,128             | 27,835                    | 152,963             | 150,487                |
| Membership dues                                                  | 24,205               | 16,785                        | 40,990              | 87,476                    | 128,466             | 127,194                |
| Bad debt expense                                                 | 508,139              | 108,562                       | 616,701             | -                         | 616,701             | 750,495                |
| Other expenses                                                   | <u>11,145</u>        | <u>3,158</u>                  | <u>14,303</u>       | <u>115,224</u>            | <u>129,527</u>      | <u>21,062</u>          |
| Total expenses                                                   | <u>11,370,057</u>    | <u>25,774,536</u>             | <u>37,144,593</u>   | <u>6,283,048</u>          | <u>43,427,641</u>   | <u>40,268,390</u>      |
| <b>EXCESS (DEFICIENCY) OF REVENUES</b>                           |                      |                               |                     |                           |                     |                        |
| OVER EXPENSES                                                    | <u>\$ 4,833,879</u>  | <u>\$ 2,796,992</u>           | <u>\$ 7,630,871</u> | <u>\$ (5,367,895)</u>     | <u>\$ 2,262,976</u> | <u>\$ 1,772,892</u>    |

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <u>Non-Specialized<br/>Outpatient</u> | <u>State<br/>Eligible Audit<br/>Outpatient</u> | <u>Outpatient<br/>Contracts</u> | <u>Children<br/>and<br/>Adolescents</u> |
|---------------------------------------------------------------------|---------------------------------------|------------------------------------------------|---------------------------------|-----------------------------------------|
| <b>REVENUES</b>                                                     |                                       |                                                |                                 |                                         |
| Program service fees:                                               |                                       |                                                |                                 |                                         |
| Client fees                                                         | \$ 58,882                             | \$ 112,440                                     | \$ -                            | \$ 33,774                               |
| Residential fees                                                    | -                                     | -                                              | -                               | -                                       |
| Blue Cross                                                          | 58,228                                | 48,033                                         | -                               | 61,522                                  |
| Medicaid                                                            | 131,890                               | 1,262,868                                      | 553,216                         | 2,981,930                               |
| Medicare                                                            | 118,267                               | 336,943                                        | -                               | -                                       |
| Other insurance                                                     | 91,394                                | 146,561                                        | -                               | 49,366                                  |
| Local educational authorities                                       | -                                     | -                                              | -                               | -                                       |
| Vocational rehabilitation                                           | -                                     | -                                              | -                               | -                                       |
| Other program fees                                                  | -                                     | -                                              | 269                             | -                                       |
| Production/service income                                           | -                                     | -                                              | -                               | -                                       |
| Public support:                                                     |                                       |                                                |                                 |                                         |
| Local/county government                                             | 104,246                               | -                                              | -                               | -                                       |
| Donations/contributions                                             | 2,310                                 | 500                                            | -                               | -                                       |
| Other public support                                                | -                                     | -                                              | 21,980                          | -                                       |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | 55,146                                | -                                              | -                               | -                                       |
| Other federal and state funding:                                    |                                       |                                                |                                 |                                         |
| HUD                                                                 | -                                     | -                                              | -                               | -                                       |
| Other                                                               | -                                     | 20                                             | -                               | -                                       |
| Private foundation grants                                           | 10,500                                | -                                              | -                               | -                                       |
| Other revenues                                                      | 26,237                                | 149                                            | -                               | -                                       |
|                                                                     | <u>657,100</u>                        | <u>1,907,514</u>                               | <u>575,465</u>                  | <u>3,126,592</u>                        |
| <b>EXPENSES</b>                                                     |                                       |                                                |                                 |                                         |
| Salaries and wages                                                  | \$ 305,785                            | \$ 895,118                                     | \$ 277,034                      | \$ 845,154                              |
| Employee benefits                                                   | 51,579                                | 117,088                                        | 55,526                          | 146,560                                 |
| Payroll taxes                                                       | 21,592                                | 60,436                                         | 19,730                          | 59,273                                  |
| Client wages                                                        | -                                     | -                                              | -                               | -                                       |
| Professional fees                                                   | 15,807                                | 21,234                                         | 7,117                           | 32,118                                  |
| Staff development and training                                      | 885                                   | 6,337                                          | 728                             | 3,136                                   |
| Occupancy costs                                                     | 30,785                                | 56,343                                         | 19,900                          | 44,634                                  |
| Consumable supplies                                                 | 15,456                                | 11,165                                         | 3,185                           | 10,122                                  |
| Equipment expenses                                                  | 8,260                                 | 9,410                                          | 3,201                           | 7,617                                   |
| Communications                                                      | 22,116                                | 19,573                                         | 2,874                           | 9,403                                   |
| Travel and transportation                                           | 48                                    | 1,588                                          | 4,351                           | 23,661                                  |
| Assistance to individuals                                           | 57                                    | 70                                             | -                               | 375                                     |
| Insurance                                                           | 3,556                                 | 7,493                                          | 2,719                           | 6,053                                   |
| Membership dues                                                     | 2,277                                 | 4,753                                          | 1,350                           | 4,675                                   |
| Bad debt expense                                                    | 10,441                                | 67,115                                         | 301                             | 24,825                                  |
| Other expenses                                                      | 64                                    | 130                                            | 646                             | 187                                     |
|                                                                     | <u>488,708</u>                        | <u>1,277,853</u>                               | <u>398,662</u>                  | <u>1,217,793</u>                        |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            |                                       |                                                |                                 |                                         |
|                                                                     | <u>\$ 168,392</u>                     | <u>\$ 629,661</u>                              | <u>\$ 176,803</u>               | <u>\$ 1,908,799</u>                     |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH**

FOR THE YEAR ENDED JUNE 30, 2020

**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <u>Emergency<br/>Services</u> | <u>Other<br/>Non-BBH</u> | <u>Integrated<br/>Health Grant</u> | <u>Bureau of<br/>Drug &amp; Alcohol<br/>Services</u> |
|---------------------------------------------------------------------|-------------------------------|--------------------------|------------------------------------|------------------------------------------------------|
| <b>REVENUES</b>                                                     |                               |                          |                                    |                                                      |
| Program service fees:                                               |                               |                          |                                    |                                                      |
| Client fees                                                         | \$ 17,472                     | \$ 383                   | \$ -                               | \$ 1,919                                             |
| Residential fees                                                    | -                             | -                        | -                                  | -                                                    |
| Blue Cross                                                          | 9,105                         | 1,202                    | -                                  | 2,468                                                |
| Medicaid                                                            | 97,410                        | 428,961                  | -                                  | 16,027                                               |
| Medicare                                                            | 5,300                         | -                        | -                                  | 2,736                                                |
| Other insurance                                                     | 12,642                        | 1,252                    | -                                  | 5,157                                                |
| Local educational authorities                                       | -                             | -                        | -                                  | -                                                    |
| Vocational rehabilitation                                           | -                             | -                        | -                                  | -                                                    |
| Other program fees                                                  | -                             | -                        | -                                  | -                                                    |
| Production/service income                                           | -                             | -                        | -                                  | -                                                    |
| Public support:                                                     |                               |                          |                                    |                                                      |
| Local/county government                                             | -                             | -                        | -                                  | -                                                    |
| Donations/contributions                                             | -                             | -                        | -                                  | -                                                    |
| Other public support                                                | -                             | -                        | -                                  | -                                                    |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | 98,304                        | -                        | -                                  | -                                                    |
| Other federal and state funding:                                    |                               |                          |                                    |                                                      |
| HUD                                                                 | -                             | -                        | -                                  | -                                                    |
| Other                                                               | -                             | -                        | 109,927                            | -                                                    |
| Private foundation grants                                           | -                             | 210,000                  | -                                  | -                                                    |
| Other revenues                                                      | -                             | -                        | -                                  | 234                                                  |
|                                                                     | <u>240,233</u>                | <u>641,798</u>           | <u>109,927</u>                     | <u>28,541</u>                                        |
| <b>Total revenues</b>                                               |                               |                          |                                    |                                                      |
| <b>EXPENSES</b>                                                     |                               |                          |                                    |                                                      |
| Salaries and wages                                                  | \$ 505,435                    | \$ 283,877               | \$ 28,654                          | \$ 134,646                                           |
| Employee benefits                                                   | 93,382                        | 67,793                   | 4,005                              | 25,594                                               |
| Payroll taxes                                                       | 34,701                        | 19,752                   | 2,206                              | 9,531                                                |
| Client wages                                                        | -                             | -                        | -                                  | -                                                    |
| Professional fees                                                   | 11,933                        | 9,757                    | 11,273                             | 1,282                                                |
| Staff development and training                                      | 778                           | 2,067                    | -                                  | 761                                                  |
| Occupancy costs                                                     | 29,465                        | 13,355                   | 32,920                             | 4,227                                                |
| Consumable supplies                                                 | 5,302                         | 3,872                    | 16,827                             | 635                                                  |
| Equipment expenses                                                  | 7,086                         | 2,270                    | 320                                | 636                                                  |
| Communications                                                      | 24,475                        | 2,340                    | -                                  | 639                                                  |
| Travel and transportation                                           | 1,145                         | 7,452                    | 239                                | 491                                                  |
| Assistance to individuals                                           | 47                            | 6                        | -                                  | -                                                    |
| Insurance                                                           | 4,062                         | 1,675                    | -                                  | 569                                                  |
| Membership dues                                                     | 1,270                         | 567                      | -                                  | 884                                                  |
| Bad debt expense                                                    | 29,523                        | 1,242                    | -                                  | 4,566                                                |
| Other expenses                                                      | 52                            | 40                       | -                                  | 7                                                    |
|                                                                     | <u>748,656</u>                | <u>416,065</u>           | <u>96,444</u>                      | <u>184,468</u>                                       |
| <b>Total expenses</b>                                               |                               |                          |                                    |                                                      |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            |                               |                          |                                    |                                                      |
|                                                                     | <u>\$ (508,423)</u>           | <u>\$ 225,733</u>        | <u>\$ 13,483</u>                   | <u>\$ (155,927)</u>                                  |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <b><u>Drug<br/>Court</u></b> | <b><u>Vocational<br/>Services</u></b> | <b><u>Restorative<br/>Partial<br/>Hospital</u></b> | <b><u>Case<br/>Management</u></b> |
|---------------------------------------------------------------------|------------------------------|---------------------------------------|----------------------------------------------------|-----------------------------------|
| <b>REVENUES</b>                                                     |                              |                                       |                                                    |                                   |
| Program service fees:                                               |                              |                                       |                                                    |                                   |
| Client fees                                                         | \$ 1,221                     | \$ 4,542                              | \$ 5,476                                           | \$ 138,601                        |
| Residential fees                                                    | -                            | -                                     | -                                                  | -                                 |
| Blue Cross                                                          | -                            | -                                     | -                                                  | -                                 |
| Medicaid                                                            | 56,430                       | 146,487                               | 194,273                                            | 1,606,842                         |
| Medicare                                                            | -                            | -                                     | -                                                  | 4,664                             |
| Other insurance                                                     | -                            | -                                     | -                                                  | 3,660                             |
| Local educational authorities                                       | -                            | -                                     | -                                                  | -                                 |
| Vocational rehabilitation                                           | -                            | 5,500                                 | -                                                  | -                                 |
| Other program fees                                                  | 320                          | -                                     | -                                                  | -                                 |
| Production/service income                                           | -                            | 37,579                                | -                                                  | -                                 |
| Public support:                                                     |                              |                                       |                                                    |                                   |
| Local/county government                                             | 298,961                      | -                                     | -                                                  | -                                 |
| Donations/contributions                                             | -                            | -                                     | -                                                  | -                                 |
| Other public support                                                | -                            | -                                     | -                                                  | -                                 |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | -                            | -                                     | -                                                  | -                                 |
| Other federal and state funding:                                    |                              |                                       |                                                    |                                   |
| HUD                                                                 | -                            | -                                     | -                                                  | -                                 |
| Other                                                               | -                            | -                                     | -                                                  | -                                 |
| Private foundation grants                                           | -                            | -                                     | -                                                  | -                                 |
| Other revenues                                                      | <u>29,896</u>                | <u>-</u>                              | <u>-</u>                                           | <u>26,775</u>                     |
| Total revenues                                                      | <u>386,828</u>               | <u>194,108</u>                        | <u>199,749</u>                                     | <u>1,780,542</u>                  |
| <b>EXPENSES</b>                                                     |                              |                                       |                                                    |                                   |
| Salaries and wages                                                  | \$ 249,297                   | \$ 144,044                            | \$ 50,325                                          | \$ 801,809                        |
| Employee benefits                                                   | 43,679                       | 33,545                                | 13,087                                             | 163,766                           |
| Payroll taxes                                                       | 17,304                       | 14,036                                | 3,796                                              | 57,497                            |
| Client wages                                                        | -                            | 49,568                                | -                                                  | -                                 |
| Professional fees                                                   | 3,125                        | 3,251                                 | 902                                                | 20,513                            |
| Staff development and training                                      | 696                          | 108                                   | 8                                                  | 578                               |
| Occupancy costs                                                     | -                            | 12,105                                | 2,288                                              | 44,080                            |
| Consumable supplies                                                 | 2,532                        | 3,870                                 | 19,248                                             | 11,920                            |
| Equipment expenses                                                  | 6,233                        | 2,020                                 | 622                                                | 9,417                             |
| Communications                                                      | 2,911                        | 1,827                                 | 239                                                | 8,461                             |
| Travel and transportation                                           | 5,482                        | 10,523                                | -                                                  | 41,138                            |
| Assistance to individuals                                           | -                            | -                                     | -                                                  | 63                                |
| Insurance                                                           | -                            | 1,312                                 | 474                                                | 6,908                             |
| Membership dues                                                     | -                            | 419                                   | 148                                                | 2,263                             |
| Bad debt expense                                                    | 1,598                        | 1,772                                 | 4,400                                              | 151,290                           |
| Other expenses                                                      | <u>8,859</u>                 | <u>580</u>                            | <u>7</u>                                           | <u>171</u>                        |
| Total expenses                                                      | <u>341,716</u>               | <u>278,980</u>                        | <u>95,544</u>                                      | <u>1,319,874</u>                  |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            | <u>\$ 45,112</u>             | <u>\$ (84,872)</u>                    | <u>\$ 104,205</u>                                  | <u>\$ 460,668</u>                 |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <b><u>Supportive<br/>Living</u></b> | <b><u>Community<br/>Residences</u></b> | <b><u>Bridge<br/>Grant</u></b> | <b><u>Victims of<br/>Crime Act</u></b> |
|---------------------------------------------------------------------|-------------------------------------|----------------------------------------|--------------------------------|----------------------------------------|
| <b>REVENUES</b>                                                     |                                     |                                        |                                |                                        |
| Program service fees:                                               |                                     |                                        |                                |                                        |
| Client fees                                                         | \$ 41,158                           | \$ 22,607                              | \$ -                           | \$ 5,551                               |
| Residential fees                                                    | -                                   | 48,593                                 | -                              | -                                      |
| Blue Cross                                                          | -                                   | -                                      | -                              | 1,903                                  |
| Medicaid                                                            | 2,200,893                           | 1,213,319                              | -                              | 69,779                                 |
| Medicare                                                            | (158)                               | -                                      | -                              | 6,025                                  |
| Other insurance                                                     | 236                                 | -                                      | -                              | 5,298                                  |
| Local educational authorities                                       | -                                   | -                                      | -                              | -                                      |
| Vocational rehabilitation                                           | -                                   | -                                      | -                              | -                                      |
| Other program fees                                                  | -                                   | -                                      | -                              | -                                      |
| Production/service income                                           | -                                   | -                                      | -                              | -                                      |
| Public support:                                                     |                                     |                                        |                                |                                        |
| Local/county government                                             | -                                   | -                                      | -                              | -                                      |
| Donations/contributions                                             | -                                   | -                                      | -                              | -                                      |
| Other public support                                                | -                                   | -                                      | -                              | 290,739                                |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | -                                   | -                                      | 184,017                        | -                                      |
| Other federal and state funding:                                    |                                     |                                        |                                |                                        |
| HUD                                                                 | -                                   | 75,565                                 | -                              | -                                      |
| Other                                                               | -                                   | -                                      | -                              | -                                      |
| Private foundation grants                                           | -                                   | -                                      | -                              | -                                      |
| Other revenues                                                      | -                                   | 60                                     | 5,901                          | -                                      |
|                                                                     | <u>2,242,129</u>                    | <u>1,360,144</u>                       | <u>189,918</u>                 | <u>379,295</u>                         |
| <b>Total revenues</b>                                               |                                     |                                        |                                |                                        |
| <b>EXPENSES</b>                                                     |                                     |                                        |                                |                                        |
| Salaries and wages                                                  | \$ 641,565                          | \$ 749,341                             | \$ 36,098                      | \$ 377,776                             |
| Employee benefits                                                   | 173,092                             | 200,077                                | 6,857                          | 68,157                                 |
| Payroll taxes                                                       | 45,567                              | 52,339                                 | 2,599                          | 24,593                                 |
| Client wages                                                        | -                                   | -                                      | -                              | -                                      |
| Professional fees                                                   | 15,281                              | 5,383                                  | 570                            | 8,559                                  |
| Staff development and training                                      | 463                                 | 61                                     | 221                            | 1,480                                  |
| Occupancy costs                                                     | 39,828                              | 43,829                                 | 117,842                        | 22,749                                 |
| Consumable supplies                                                 | 12,497                              | 27,012                                 | 1,075                          | 4,227                                  |
| Equipment expenses                                                  | 7,698                               | 10,894                                 | 131                            | 3,878                                  |
| Communications                                                      | 6,425                               | 11,231                                 | -                              | 3,524                                  |
| Travel and transportation                                           | 41,185                              | 4,565                                  | 1,991                          | 6,297                                  |
| Assistance to individuals                                           | 684                                 | 624                                    | -                              | 21                                     |
| Insurance                                                           | 6,671                               | 2,134                                  | -                              | 3,114                                  |
| Membership dues                                                     | 2,123                               | 645                                    | -                              | 972                                    |
| Bad debt expense                                                    | 52,421                              | 13,832                                 | -                              | 8,403                                  |
| Other expenses                                                      | 164                                 | 91                                     | -                              | 39                                     |
|                                                                     | <u>1,045,664</u>                    | <u>1,122,058</u>                       | <u>167,384</u>                 | <u>533,789</u>                         |
| <b>Total expenses</b>                                               |                                     |                                        |                                |                                        |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            | <u>\$ 1,196,465</u>                 | <u>\$ 238,086</u>                      | <u>\$ 22,534</u>               | <u>\$ (154,494)</u>                    |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <u>ACT</u><br><u>Team</u> | <u>Other</u><br><u>Mental Health</u><br><u>Programs</u> | <u>Total</u><br><u>Mental Health</u><br><u>Programs</u> | <u>2019</u><br><u>Summarized</u> |
|---------------------------------------------------------------------|---------------------------|---------------------------------------------------------|---------------------------------------------------------|----------------------------------|
| <b>REVENUES</b>                                                     |                           |                                                         |                                                         |                                  |
| Program service fees:                                               |                           |                                                         |                                                         |                                  |
| Client fees                                                         | \$ 128,844                | \$ -                                                    | \$ 572,870                                              | \$ 700,461                       |
| Residential fees                                                    | 20,630                    | -                                                       | 69,223                                                  | 69,379                           |
| Blue Cross                                                          | 426                       | -                                                       | 182,887                                                 | 186,499                          |
| Medicaid                                                            | 1,217,136                 | -                                                       | 12,177,461                                              | 11,890,220                       |
| Medicare                                                            | 53,363                    | -                                                       | 527,140                                                 | 491,840                          |
| Other insurance                                                     | 321                       | -                                                       | 315,887                                                 | 248,966                          |
| Local educational authorities                                       | -                         | -                                                       | -                                                       | -                                |
| Vocational rehabilitation                                           | -                         | -                                                       | 5,500                                                   | 1,863                            |
| Other program fees                                                  | -                         | -                                                       | 589                                                     | 1,140                            |
| Production/service income                                           | -                         | 156,850                                                 | 194,429                                                 | 253,865                          |
| Public support:                                                     |                           |                                                         |                                                         |                                  |
| Local/county government                                             | -                         | -                                                       | 403,207                                                 | 440,833                          |
| Donations/contributions                                             | -                         | -                                                       | 2,810                                                   | 5,573                            |
| Other public support                                                | -                         | -                                                       | 312,719                                                 | 343,307                          |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | 553,144                   | -                                                       | 890,611                                                 | 523,328                          |
| Other federal and state funding:                                    |                           |                                                         |                                                         |                                  |
| HUD                                                                 | -                         | -                                                       | 75,565                                                  | 129,535                          |
| Other                                                               | -                         | -                                                       | 109,947                                                 | 150,121                          |
| Private foundation grants                                           | -                         | 52,986                                                  | 273,486                                                 | 220,000                          |
| Other revenues                                                      | 350                       | 3                                                       | 89,605                                                  | 68,661                           |
| <b>Total revenues</b>                                               | <u>1,974,214</u>          | <u>209,839</u>                                          | <u>16,203,936</u>                                       | <u>15,725,591</u>                |
| <b>EXPENSES</b>                                                     |                           |                                                         |                                                         |                                  |
| Salaries and wages                                                  | \$ 877,567                | \$ 52,784                                               | \$ 7,256,309                                            | \$ 6,877,783                     |
| Employee benefits                                                   | 169,573                   | 10,091                                                  | 1,443,451                                               | 1,347,375                        |
| Payroll taxes                                                       | 58,250                    | 8,409                                                   | 511,611                                                 | 485,191                          |
| Client wages                                                        | -                         | 58,931                                                  | 108,499                                                 | 126,389                          |
| Professional fees                                                   | 37,016                    | 1,221                                                   | 206,342                                                 | 232,781                          |
| Staff development and training                                      | 843                       | 41                                                      | 19,191                                                  | 25,417                           |
| Occupancy costs                                                     | 66,852                    | 23,375                                                  | 604,577                                                 | 534,882                          |
| Consumable supplies                                                 | 8,038                     | 39,153                                                  | 196,136                                                 | 210,246                          |
| Equipment expenses                                                  | 6,331                     | 19,886                                                  | 105,910                                                 | 108,075                          |
| Communications                                                      | 7,288                     | 7,789                                                   | 131,115                                                 | 124,747                          |
| Travel and transportation                                           | 35,310                    | 4,011                                                   | 189,477                                                 | 248,647                          |
| Assistance to individuals                                           | 14                        | -                                                       | 1,961                                                   | 3,676                            |
| Insurance                                                           | 4,964                     | 285                                                     | 51,989                                                  | 53,176                           |
| Membership dues                                                     | 1,771                     | 88                                                      | 24,205                                                  | 27,022                           |
| Bad debt expense                                                    | 135,984                   | 426                                                     | 508,139                                                 | 604,579                          |
| Other expenses                                                      | 47                        | 61                                                      | 11,145                                                  | 1,008                            |
| <b>Total expenses</b>                                               | <u>1,409,848</u>          | <u>226,551</u>                                          | <u>11,370,057</u>                                       | <u>11,010,994</u>                |
| <b>EXCESS (DEFICIENCY) OF<br/>REVENUES OVER EXPENSES</b>            | <u>\$ 564,366</u>         | <u>\$ (16,712)</u>                                      | <u>\$ 4,833,879</u>                                     | <u>\$ 4,714,597</u>              |

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <u>Service<br/>Coordination</u> | <u>School<br/>District<br/>Contracts</u> | <u>Day<br/>Programs</u> | <u>Early<br/>Supports<br/>&amp; Services</u> | <u>Independent<br/>Living<br/>Services</u> |
|---------------------------------------------------------------------|---------------------------------|------------------------------------------|-------------------------|----------------------------------------------|--------------------------------------------|
| <b>REVENUES</b>                                                     |                                 |                                          |                         |                                              |                                            |
| Program service fees:                                               |                                 |                                          |                         |                                              |                                            |
| Client fees                                                         | \$ -                            | \$ -                                     | \$ -                    | \$ 24,870                                    | \$ -                                       |
| Residential fees                                                    | -                               | -                                        | -                       | -                                            | -                                          |
| Blue Cross                                                          | -                               | -                                        | -                       | 36,243                                       | -                                          |
| Medicaid                                                            | 1,012,043                       | -                                        | 4,117,964               | 1,021,236                                    | 315,499                                    |
| Medicare                                                            | -                               | -                                        | -                       | -                                            | -                                          |
| Other insurance                                                     | -                               | -                                        | -                       | 62,045                                       | -                                          |
| Local educational authorities                                       | -                               | 128,424                                  | -                       | -                                            | -                                          |
| Vocational rehabilitation                                           | -                               | -                                        | 7,277                   | -                                            | -                                          |
| Other program fees                                                  | -                               | -                                        | -                       | -                                            | -                                          |
| Production/service income                                           | -                               | -                                        | 117,035                 | 1,544                                        | -                                          |
| Public support:                                                     |                                 |                                          |                         |                                              |                                            |
| Local/county government                                             | -                               | -                                        | 2,400                   | -                                            | -                                          |
| Donations/contributions                                             | -                               | -                                        | 17,512                  | -                                            | -                                          |
| Other public support                                                | -                               | -                                        | -                       | -                                            | -                                          |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | -                               | -                                        | -                       | 64,456                                       | -                                          |
| Other federal and state funding:                                    |                                 |                                          |                         |                                              |                                            |
| HUD                                                                 | -                               | -                                        | -                       | -                                            | -                                          |
| Other                                                               | -                               | -                                        | -                       | -                                            | -                                          |
| Private foundation grants                                           | -                               | -                                        | -                       | -                                            | -                                          |
| Other revenues                                                      | 49,765                          | -                                        | 5,011                   | 38                                           | -                                          |
| <b>Total revenues</b>                                               | <b>1,061,808</b>                | <b>128,424</b>                           | <b>4,267,199</b>        | <b>1,210,432</b>                             | <b>315,499</b>                             |
| <b>EXPENSES</b>                                                     |                                 |                                          |                         |                                              |                                            |
| Salaries and wages                                                  | \$ 611,199                      | \$ 62,146                                | \$ 2,706,030            | \$ 474,436                                   | \$ 86,624                                  |
| Employee benefits                                                   | 173,293                         | 10,827                                   | 910,093                 | 85,514                                       | 19,059                                     |
| Payroll taxes                                                       | 41,854                          | 4,497                                    | 194,832                 | 34,127                                       | 6,481                                      |
| Client wages                                                        | -                               | -                                        | 87,760                  | -                                            | -                                          |
| Professional fees                                                   | 188,830                         | 257                                      | 151,700                 | 162,415                                      | 17,303                                     |
| Staff development and training                                      | 862                             | 20                                       | 3,463                   | 3,459                                        | 167                                        |
| Occupancy costs                                                     | 47,971                          | 1,916                                    | 244,066                 | 10,098                                       | 4,459                                      |
| Consumable supplies                                                 | 12,294                          | 574                                      | 56,198                  | 7,432                                        | 865                                        |
| Equipment expenses                                                  | 6,925                           | 465                                      | 87,752                  | 3,955                                        | 1,160                                      |
| Communications                                                      | 4,605                           | 230                                      | 40,746                  | 18,682                                       | 721                                        |
| Travel and transportation                                           | 17,314                          | 1,399                                    | 431,982                 | 74,034                                       | 2,204                                      |
| Assistance to individuals                                           | 1                               | -                                        | 25,799                  | 45                                           | -                                          |
| Insurance                                                           | 5,769                           | 458                                      | 31,646                  | 4,378                                        | 1,090                                      |
| Membership dues                                                     | 16                              | 4                                        | 11,587                  | 97                                           | 3                                          |
| Bad debt expense                                                    | -                               | -                                        | 4,203                   | 93,990                                       | 7,099                                      |
| Other expenses                                                      | 396                             | 6                                        | 1,960                   | 55                                           | 30                                         |
| <b>Total expenses</b>                                               | <b>1,111,329</b>                | <b>82,799</b>                            | <b>4,989,817</b>        | <b>972,717</b>                               | <b>147,265</b>                             |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            | <b>\$ (49,521)</b>              | <b>\$ 45,625</b>                         | <b>\$ (722,618)</b>     | <b>\$ 237,715</b>                            | <b>\$ 168,234</b>                          |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <u>Family<br/>Residence</u> | <u>Combined Day/<br/>Residential<br/>Vendor</u> | <u>Individual<br/>Supported<br/>Living</u> | <u>Consolidated<br/>Services</u> | <u>Combined Day/<br/>Residential<br/>Services</u> |
|---------------------------------------------------------------------|-----------------------------|-------------------------------------------------|--------------------------------------------|----------------------------------|---------------------------------------------------|
| <b>REVENUES</b>                                                     |                             |                                                 |                                            |                                  |                                                   |
| Program service fees:                                               |                             |                                                 |                                            |                                  |                                                   |
| Client fees                                                         | \$ -                        | \$ -                                            | \$ -                                       | \$ -                             | \$ -                                              |
| Residential fees                                                    | 174,144                     | -                                               | 38,574                                     | -                                | -                                                 |
| Blue Cross                                                          | -                           | -                                               | -                                          | -                                | -                                                 |
| Medicaid                                                            | 7,591,954                   | 1,927,240                                       | 524,005                                    | 2,713,106                        | 1,801,803                                         |
| Medicare                                                            | -                           | -                                               | -                                          | -                                | -                                                 |
| Other insurance                                                     | -                           | -                                               | -                                          | -                                | -                                                 |
| Local educational authorities                                       | -                           | -                                               | -                                          | -                                | -                                                 |
| Vocational rehabilitation                                           | -                           | -                                               | -                                          | -                                | -                                                 |
| Other program fees                                                  | -                           | -                                               | -                                          | -                                | -                                                 |
| Production/service income                                           | 14,309                      | -                                               | 99                                         | -                                | -                                                 |
| Public support:                                                     |                             |                                                 |                                            |                                  |                                                   |
| Local/county government                                             | -                           | -                                               | -                                          | -                                | -                                                 |
| Donations/contributions                                             | -                           | -                                               | -                                          | -                                | -                                                 |
| Other public support                                                | -                           | -                                               | -                                          | -                                | -                                                 |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | -                           | -                                               | -                                          | -                                | -                                                 |
| Other federal and state funding:                                    |                             |                                                 |                                            |                                  |                                                   |
| HUD                                                                 | -                           | -                                               | -                                          | -                                | -                                                 |
| Other                                                               | -                           | -                                               | -                                          | -                                | -                                                 |
| Private foundation grants                                           | -                           | -                                               | -                                          | -                                | -                                                 |
| Other revenues                                                      | 11,619                      | -                                               | -                                          | -                                | -                                                 |
| <b>Total revenues</b>                                               | <b>7,792,026</b>            | <b>1,927,240</b>                                | <b>562,678</b>                             | <b>2,713,106</b>                 | <b>1,801,803</b>                                  |
| <b>EXPENSES</b>                                                     |                             |                                                 |                                            |                                  |                                                   |
| Salaries and wages                                                  | \$ 1,897,667                | \$ -                                            | \$ 227,899                                 | \$ 834,567                       | \$ 15,082                                         |
| Employee benefits                                                   | 502,042                     | -                                               | 64,731                                     | 155,677                          | 4,309                                             |
| Payroll taxes                                                       | 135,041                     | -                                               | 16,066                                     | 45,411                           | 1,060                                             |
| Client wages                                                        | 11,155                      | -                                               | 79                                         | -                                | -                                                 |
| Professional fees                                                   | 3,428,066                   | 1,773,295                                       | 21,881                                     | 1,331,284                        | 1,576,834                                         |
| Staff development and training                                      | 8,694                       | -                                               | 387                                        | 1,547                            | 58                                                |
| Occupancy costs                                                     | 132,775                     | -                                               | 41,130                                     | 3,903                            | 1,613                                             |
| Consumable supplies                                                 | 93,846                      | -                                               | 10,528                                     | 4,241                            | 10,707                                            |
| Equipment expenses                                                  | 28,300                      | -                                               | 2,007                                      | 7,043                            | 358                                               |
| Communications                                                      | 27,319                      | -                                               | 4,476                                      | 16,664                           | 175                                               |
| Travel and transportation                                           | 50,755                      | -                                               | 4,903                                      | 54,024                           | -                                                 |
| Assistance to individuals                                           | 461                         | -                                               | 1,093                                      | 25,940                           | 515                                               |
| Insurance                                                           | 16,029                      | -                                               | 2,292                                      | 7,540                            | 316                                               |
| Membership dues                                                     | 91                          | -                                               | 3                                          | 4,176                            | -                                                 |
| Bad debt expense                                                    | 3,270                       | -                                               | -                                          | -                                | -                                                 |
| Other expenses                                                      | 536                         | -                                               | 29                                         | 96                               | 4                                                 |
| <b>Total expenses</b>                                               | <b>6,336,047</b>            | <b>1,773,295</b>                                | <b>397,504</b>                             | <b>2,492,113</b>                 | <b>1,611,031</b>                                  |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            | <b>\$ 1,455,979</b>         | <b>\$ 153,945</b>                               | <b>\$ 165,174</b>                          | <b>\$ 220,993</b>                | <b>\$ 190,772</b>                                 |

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|                                                                     | <b>Acquired<br/>Brain<br/>Disorder</b> | <b>Other<br/>Developmental<br/>Services<br/>Programs</b> | <b>Total<br/>Developmental<br/>Services<br/>Programs</b> | <b>2019<br/>Summarized</b> |
|---------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------|
| <b>REVENUES</b>                                                     |                                        |                                                          |                                                          |                            |
| Program service fees:                                               |                                        |                                                          |                                                          |                            |
| Client fees                                                         | \$ -                                   | \$ -                                                     | \$ 24,870                                                | \$ 77,790                  |
| Residential fees                                                    | -                                      | 8,448                                                    | 221,166                                                  | 253,324                    |
| Blue Cross                                                          | -                                      | -                                                        | 36,243                                                   | 26,825                     |
| Medicaid                                                            | 484,490                                | 6,066,469                                                | 27,575,809                                               | 24,838,754                 |
| Medicare                                                            | -                                      | -                                                        | -                                                        | -                          |
| Other insurance                                                     | -                                      | -                                                        | 62,045                                                   | 72,940                     |
| Local educational authorities                                       | -                                      | -                                                        | 128,424                                                  | 130,058                    |
| Vocational rehabilitation                                           | -                                      | -                                                        | 7,277                                                    | 7,111                      |
| Other program fees                                                  | -                                      | -                                                        | -                                                        | -                          |
| Production/service income                                           | -                                      | -                                                        | 132,987                                                  | 202,752                    |
| Public support:                                                     |                                        |                                                          |                                                          |                            |
| Local/county government                                             | -                                      | -                                                        | 2,400                                                    | 1,900                      |
| Donations/contributions                                             | -                                      | -                                                        | 17,512                                                   | 19,786                     |
| Other public support                                                | -                                      | -                                                        | -                                                        | -                          |
| Bureau of Developmental Services<br>and Bureau of Behavioral Health | -                                      | 231,906                                                  | 296,362                                                  | 325,125                    |
| Other federal and state funding:                                    |                                        |                                                          |                                                          |                            |
| HUD                                                                 | -                                      | -                                                        | -                                                        | -                          |
| Other                                                               | -                                      | -                                                        | -                                                        | -                          |
| Private foundation grants                                           | -                                      | -                                                        | -                                                        | -                          |
| Other revenues                                                      | -                                      | -                                                        | 66,433                                                   | 66,068                     |
| <b>Total revenues</b>                                               | <b>484,490</b>                         | <b>6,306,823</b>                                         | <b>28,571,528</b>                                        | <b>26,022,433</b>          |
| <b>EXPENSES</b>                                                     |                                        |                                                          |                                                          |                            |
| Salaries and wages                                                  | \$ 18,056                              | \$ 354,541                                               | \$ 7,288,247                                             | \$ 8,271,846               |
| Employee benefits                                                   | 10,260                                 | 70,368                                                   | 2,006,173                                                | 1,938,195                  |
| Payroll taxes                                                       | 1,186                                  | 25,399                                                   | 505,954                                                  | 586,023                    |
| Client wages                                                        | -                                      | -                                                        | 98,994                                                   | 139,906                    |
| Professional fees                                                   | 130,609                                | 5,170,302                                                | 13,952,776                                               | 10,927,612                 |
| Staff development and training                                      | 51                                     | 1,261                                                    | 19,969                                                   | 20,925                     |
| Occupancy costs                                                     | 1,111                                  | 21,216                                                   | 510,258                                                  | 570,870                    |
| Consumable supplies                                                 | 323                                    | 9,713                                                    | 206,721                                                  | 240,950                    |
| Equipment expenses                                                  | 300                                    | 3,021                                                    | 141,286                                                  | 159,725                    |
| Communications                                                      | 173                                    | 4,884                                                    | 118,675                                                  | 116,259                    |
| Travel and transportation                                           | 899                                    | 9,287                                                    | 646,801                                                  | 809,689                    |
| Assistance to individuals                                           | -                                      | 23,184                                                   | 77,038                                                   | 108,288                    |
| Insurance                                                           | 269                                    | 3,352                                                    | 73,139                                                   | 72,670                     |
| Membership dues                                                     | -                                      | 808                                                      | 16,785                                                   | 18,036                     |
| Bad debt expense                                                    | -                                      | -                                                        | 108,562                                                  | 145,916                    |
| Other expenses                                                      | 3                                      | 43                                                       | 3,158                                                    | 2,482                      |
| <b>Total expenses</b>                                               | <b>163,240</b>                         | <b>5,697,379</b>                                         | <b>25,774,536</b>                                        | <b>24,129,392</b>          |
| <b>EXCESS (DEFICIENCY) OF REVENUES<br/>OVER EXPENSES</b>            | <b>\$ 321,250</b>                      | <b>\$ 609,444</b>                                        | <b>\$ 2,796,992</b>                                      | <b>\$ 1,893,041</b>        |

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2020**

| <b><u>FEDERAL GRANTOR/<br/>PASS-THROUGH GRANTOR/PROGRAM TITLE</u></b>            | <b><u>FEDERAL<br/>CFDA<br/>NUMBER</u></b> | <b><u>PASS-THROUGH<br/>GRANTOR'S NAME</u></b>                                                                | <b><u>PASS-THROUGH<br/>GRANTOR'S NUMBER</u></b> | <b><u>FEDERAL<br/>EXPENDITURES</u></b> |
|----------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------|
| <b><u>U.S. Department of Housing and Urban Development</u></b>                   |                                           |                                                                                                              |                                                 |                                        |
| Continuum of Care Program                                                        | 14.267                                    | Direct Award                                                                                                 | N/A                                             | \$ 75,565                              |
| Total U.S. Department of Housing and Urban Development                           |                                           |                                                                                                              |                                                 | \$ 75,565                              |
| <b><u>U.S. Department of Justice</u></b>                                         |                                           |                                                                                                              |                                                 |                                        |
| Crime Victim Assistance                                                          | 16.575                                    | New Hampshire Department of Justice                                                                          | 2016VOCA1, 2016VOCA2                            | \$ 323,179                             |
| Total U.S. Department of Justice                                                 |                                           |                                                                                                              |                                                 | \$ 323,179                             |
| <b><u>U.S. Department of Treasury</u></b>                                        |                                           |                                                                                                              |                                                 |                                        |
| 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                                             | \$ 792,055                             |
| Total U.S. Department of Treasury                                                |                                           |                                                                                                              |                                                 | \$ 792,055                             |
| <b><u>U.S. Department of Education</u></b>                                       |                                           |                                                                                                              |                                                 |                                        |
| 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                            | \$ 34,700                              |
| Total U.S. Department of Education                                               |                                           |                                                                                                              |                                                 | \$ 34,700                              |
| <b><u>U.S. Department of Health &amp; Human Services</u></b>                     |                                           |                                                                                                              |                                                 |                                        |
| <b><u>Medicaid Cluster</u></b>                                                   |                                           |                                                                                                              |                                                 |                                        |
| Medical Assistance Program                                                       | 93.778                                    | State of NH Department of Health and Human Services, Division for Behavioral Health                          | 05-95-92-922010-4121                            | \$ 4,849                               |
| Medical Assistance Program                                                       | 93.778                                    | State of NH Department of Health and Human Services, Division for Behavioral Health                          | 05-95-49-490510-2985                            | 6,151 \$ 11,000                        |
| Rural Health Care Services Outreach and Rural Health Network Development Program | 93.912                                    | North Country Health Consortium                                                                              | Unknown                                         | 48,223                                 |
| Total U.S. Department of Health & Human Services                                 |                                           |                                                                                                              |                                                 | \$ 59,223                              |
| <b>TOTAL</b>                                                                     |                                           |                                                                                                              |                                                 | <b>\$ 1,284,722</b>                    |

See Notes to Schedule of Expenditures of Federal Awards

**NORTHERN HUMAN 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 Northern Human 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 Northern Human 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**

Northern Human Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NORTHERN HUMAN SERVICES, 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  
Northern Human Services, Inc.  
Conway, 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 Northern Human Services, 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 January 20, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Northern Human Services, 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 Northern Human Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, 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 Northern Human Services, 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*.

**Northern Human Services, Inc.'s Response to Findings**

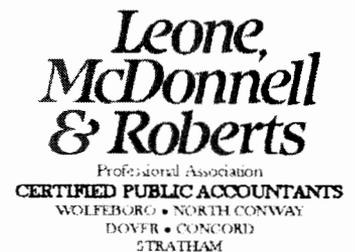
Northern Human Services, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Northern Human Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, 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.

*Leont, McDonnell & Roberts  
Professional Association*

January 20, 2021  
North Conway, New Hampshire



**NORTHERN HUMAN SERVICES, 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  
Northern Human Services, Inc.  
Conway, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Northern Human Services, 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 Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2020. Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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.

*Leon, McDonnell & Roberts  
Professional Association*

January 20, 2021  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 programs tested as major programs were: U.S. Department of the Treasury; Coronavirus Relief Fund, CFDA 21.019 and U.S. Department of Justice; Crime Victim Assistance, CFDA 16.575.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

**MATERIAL WEAKNESS**

**2020-001 - Reconciliation process and month end close**

**Criteria:** Internal controls should be in place to ensure that all cash accounts are reconciled between the general ledger and bank statements every month in a timely manner.

**Condition:** Significant entries were required for cash as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

**Cause:** Internal controls are not currently in place to ensure that monthly bank reconciliations are prepared in a timely manner each month.

**Effect:** Financial statement information utilized by management in making decisions may not be timely or accurate; errors found in preparing bank reconciliations that required significant journal entries were not found until several months after year end.

**Recommendation:** Procedures should be implemented to ensure that monthly reconciliations for all cash accounts are being performed in a timely manner.

**Views of Responsible Officials:** Up until this fiscal year, the Organization has always had a process in place to perform the bank reconciliations in a timely manner.

The main reason these were not done timely is due to some staff turnover (retirements) NHS has had, as well as COVID. NHS had a long term staff accountant retire last summer. She was responsible for the bank reconciliations in addition to many other duties as it relates to month end closings, and backup for the payroll associate. NHS had trouble recruiting for that position and ultimately the department got behind in trying to cover that part of her duties. There was also another staff accountant position that retired and due to COVID, NHS had trouble recruiting for that position as well, further delaying the reconciliations. Now that both positions have been filled, NHS is in the process of getting caught up with that duty.

Going forward, the bank reconciliations will be done monthly during each month end closing process. This will be reviewed by Dale Heon, CFO to ensure adherence to this procedure.

#### **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None

**NORTHERN HUMAN SERVICES BOARD OF DIRECTORS**

|                     |                                                                                         | <u>Office</u>                     | <u>Home</u> | <u>Term</u>   |
|---------------------|-----------------------------------------------------------------------------------------|-----------------------------------|-------------|---------------|
| <b>Officers:</b>    | Madelene Costello, President                                                            |                                   |             | 10.20 - 10.22 |
|                     | Dorothy Borchers, Vice President                                                        |                                   |             | 10.20 - 10.22 |
|                     | James Salmon, Treasurer                                                                 |                                   |             | 10.17 - 10.21 |
|                     | TBA, Secretary                                                                          |                                   |             |               |
| <b>Staff:</b>       | Eric Johnson, CEO                                                                       | 447-3347                          |             |               |
|                     | Dale Heon, CFO                                                                          | 447-3347                          |             |               |
|                     | Susan Wiggin, CEO Assistant                                                             | 447-3347                          |             |               |
|                     | Suzanne Gaetjens-Olsen, MH Reg Administrator                                            | 444-5358                          |             |               |
|                     | Liz Charles, DD Reg Administrator                                                       | 447-3347                          |             |               |
| <b>Term Expires</b> | <u>The Mental Health Center</u><br>3 Twelfth St., Berlin 03570                          | Kassie Eafrazi<br>Director of BH  | 752-7404    |               |
|                     | <u>Community Services Center</u><br>69 Willard St., Berlin 03570                        | Lynn Johnson<br>Director of DS    | 752-1005    |               |
| '22                 | Margaret McClellan, 1774 Riverside Dr., Apt. #2, Berlin, 03570                          |                                   |             |               |
| '23                 | *Stephen Michaud, 10 Madison Ave., Gorham 03581                                         |                                   |             |               |
| '23                 | *Dorothy Borchers, 70 Main St. #1, Gorham 03581                                         |                                   |             |               |
|                     | <u>The Mental Health Center</u><br>25 W. Main St., Conway 03818                         | Valeda Cerasale<br>Director of BH | 447-2111    |               |
|                     | 70 Bay St., Wolfeboro 03894                                                             |                                   | 569-1884    |               |
|                     | <u>New Horizons</u> (also Tamworth)<br>626 Eastman Rd., Ctr. Conway 03813               | Shanon Mason<br>Director of DS    | 356-6310    |               |
| '21                 | *Maddie Costello, 155 Fairview Ave., POB 1900, Conway 03818                             | 662-5387 (cell)                   |             |               |
| '23                 | *Carrie Duran, 3 Clement Court #4, Wolfeboro, NH 03894                                  |                                   |             |               |
| '21                 | James Salmon, 909 Stritch Rd., P.O. Box 893, Ctr. Conway 03813                          |                                   |             |               |
|                     | <u>The Mental Health Center</u><br>55 Colby St., Colebrook 03576                        | James Michaels<br>Director of BH  | 237-4955    |               |
|                     | 69 Brooklyn St., Groveton 03582                                                         |                                   | 636-2555    |               |
|                     | <u>Vershire Center</u><br>24 Depot Street, Colebrook, NH 03576                          | Lynn Johnson<br>Director of DS    | 237-5721    |               |
| '23                 | Georgia Caron, 83 Cloutier Dr., Stark 03582                                             |                                   |             |               |
|                     | <u>White Mountain Mental Health</u><br>29 Maple St., Box 599, Littleton 03561           | Amy Finkle<br>Director of BH      | 444-8501    |               |
|                     | <u>Common Ground</u> (also Littleton, Woodsville)<br>24 Lancaster Rd., Whitefield 03584 | Mark Vincent<br>Director of DS    | 837-9547    |               |
| '23                 | Annette Carbonneau, P.O. Box 205, Franconia 03580                                       |                                   |             |               |

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson

Finance Committee: J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

\*Member representing consumer with developmental disability / **NOTE:** Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

**DALE HEON**

**EMPLOYMENT HISTORY:**

Apr. 2007 - Present

**NORTHERN HUMAN SERVICES INC.**, Conway, NH

**Job Title: Chief Financial Officer**

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

**Robert Half International**, Manchester, NH

**Job Title: Interim Chief Financial Officer (client)**

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

**BRANDPARTNERS INC.** (formerly Willey Brothers, Inc.), Rochester, NH

**Job Title: Controller**

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

**CABLETRON SYSTEMS, INC.**, Rochester, NH

**Job Title: Senior Credit Analyst**

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

**WILLEY BROTHERS, INC.**, Rochester, NH

**Job Title: Assistant Financial Manager**

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

**EDUCATION:**

1996-1999:

**PLYMOUTH STATE UNIVERSITY**, Plymouth, NH - Master of Business Administration Program

**M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society**

1987 - 1991:

**UNIVERSITY OF NEW HAMPSHIRE**, Durham, NH - Whittemore School of Business and Economics

**B.S. in Business Administration**

**SOFTWARE RESOURCES:**

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

## ERIC M. JOHNSON

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### SENIOR MANAGEMENT EXECUTIVE

#### Cross-Functional Experience & Cross System Expertise

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2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- \*Contract Development & Monitoring
- \*Budget Development
- \*Consumer Rights Protection
- \*Policy Development
- \*Inter-Agency Collaboration

- \*Corporate Compliance
- \*Quality Assurance
- \*Program Development
- \*Grant Writing
- \*Personnel Management

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### PROFESSIONAL EXPERIENCE

**Northern Human Services - Conway, NH**

**1984 – Present**

- **CHIEF OF OPERATIONS** (1997 - Present)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

**ERIC M. JOHNSON**

**-Page 2-**

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**CURRENTLY:** Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

**Examples of Leadership:**

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
- Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.

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**Northern NH Council on Alcoholism - Dummer, NH**

**1983 -1985**

- **DRUG AND ALCOHOL COUNSELOR**

**NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH**

**1982 - 1983**

- **VISTA VOLUNTEER**

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**EDUCATION**

**Masters of Human Service Administration (MSHSA)**  
Springfield College – Springfield, MA

**Bachelor of Arts (BA)**  
University of NH – Durham, NH

Kathryn S. Broe

**Objective:** To obtain a position that meets and challenges my work skills and experience.

**Profile/Qualifications**

- **Motivated, personable business professional**, who is dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve goals
- **Diplomatic and tactful** with professional and non-professionals: able to grow positive relationships with clients and colleagues at all organizational levels
- **Accustomed to handling** sensitive, confidential records; demonstrated history of documenting accurate, timely reports
- **Flexible and versatile team player**; open to learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.

**Employment Experience**

**NORTHERN HUMAN SERVICES  
CONWAY, NH**

**December 2019 – Present**

**Position Held: Regional Coordinator**

Duties include overseeing the individual budget process, maintaining regular communication with the BDS liaison, DD budget/financial analysis and reporting, development of annual vendor contracts, oversight of the Budget Tracking System, funding utilization management, facilitation of monthly Developmental Service Directors meetings and supervision of the Community Care Waiver Coordinator and the three Transition Service Coordinators.

**NORTHERN HUMAN SERVICES/COMMON GROUND  
WHITEFIELD, NH**

**April 2018 - November 2019**

**Position Held: Program Coordinator**

Duties included meeting individuals and families and assisting in the application and eligibility process for NH Developmental Services, developing initial budgets and current needs forms to estimate supports needed and add individual to the wait list for services, write Basic Service Agreements for all new individuals, attend school / IEP meetings, send referrals to other agencies as needed, assist families and individuals in the Medicaid application process, facilitate meetings and work collaboratively with several programs throughout the state in developing and advocating for individualized services.

**NORTHERN HUMAN SERVICES/COMMON GROUND  
WHITEFIELD, NH**

**November 2016-April 2018**

**Position Held: Administrative/Housing Assistant**

Duties include processing annual PA renewals monthly, writing and tracking all He-M waiver requests, maintaining all team, client and housing lists, reviewing paperwork for accuracy then making and distributing copies as necessary, initiating and following up with forms needed for new clients.

References available upon request

**ELIZABETH CHARLES**



**WORK EXPERIENCE**

Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs, DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation

Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.

Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.

Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.

Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.

*Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.*

**EDUCATION**

*B.S. Degree University of Southern Maine, Portland, Maine.  
Major – Therapeutic Recreation.*

**REFERENCES**

*Available upon request*

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Northern Human Services

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

| <b>BUDGET PERIOD:</b>                                                                   |                                                      |                                              |                                             |
|-----------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------|---------------------------------------------|
|                                                                                         |                                                      |                                              |                                             |
| <b>Name &amp; Title Key Administrative Personnel</b>                                    | <b>Annual Salary of Key Administrative Personnel</b> | <b>Percentage of Salary Paid by Contract</b> | <b>Total Salary Amount Paid by Contract</b> |
| Eric Johnson, CEO                                                                       | \$170,699                                            | 50.00%                                       | \$85,349.50                                 |
| Dale Heon, CFO                                                                          | \$116,912                                            | 50.00%                                       | \$58,456.00                                 |
| Liz Charles, Regional Administrator                                                     | \$84,235                                             | 100.00%                                      | \$84,235.00                                 |
| Megan Vincent, Regional Coordinator                                                     | \$41,200                                             | 100.00%                                      | \$41,200.00                                 |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
|                                                                                         | \$0                                                  | 0.00%                                        | \$0.00                                      |
| <b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b> |                                                      |                                              | <b>\$269,240.50</b>                         |

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Area Agency (SS-2022-BDS-01-AREAA-08)

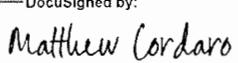
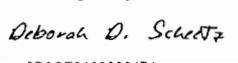
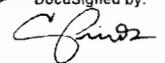
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|                                                                                                                                                                                                    |                                                                                                                                                                                  |                                                                                                                            |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1.1 State Agency Name<br><br>New Hampshire Department of Health and Human Services                                                                                                                 |                                                                                                                                                                                  | 1.2 State Agency Address<br><br>129 Pleasant Street<br>Concord, NH 03301-3857                                              |                                         |
| 1.3 Contractor Name<br><br>One Sky Community Services, Inc.                                                                                                                                        |                                                                                                                                                                                  | 1.4 Contractor Address<br><br>755 Banfield Road, Ste. 3<br>Portsmouth, NH 03801                                            |                                         |
| 1.5 Contractor Phone Number<br><br>(603) 436-6111                                                                                                                                                  | 1.6 Account Number<br>05-95-93-930010-7013.<br>05-95-93-930010-7014.<br>05-95-93-930010-7852.<br>05-95-93-930010-5947.<br>05-95-93-930010-71000000.<br>05-95-93-930010-70160000. | 1.7 Completion Date<br><br>June 30, 2023                                                                                   | 1.8 Price Limitation<br><br>\$8,551,810 |
| 1.9 Contracting Officer for State Agency<br><br>Nathan D. White, Director                                                                                                                          |                                                                                                                                                                                  | 1.10 State Agency Telephone Number<br><br>(603) 271-9631                                                                   |                                         |
| 1.11 Contractor Signature<br><br>DocuSigned by:<br><br>Date: 6/14/2021                                          |                                                                                                                                                                                  | 1.12 Name and Title of Contractor Signatory<br>Matthew Cordaro<br>Chief Executive Officer                                  |                                         |
| 1.13 State Agency Signature<br><br>DocuSigned by:<br><br>Date: 6/14/2021                                        |                                                                                                                                                                                  | 1.14 Name and Title of State Agency Signatory<br>Deborah D. Scheetz<br>Director Division of Long Term Supports and Service |                                         |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: _____ Director, On: _____                                                                 |                                                                                                                                                                                  |                                                                                                                            |                                         |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: 6/14/2021 |                                                                                                                                                                                  |                                                                                                                            |                                         |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br><br>G&C Item number: _____ G&C Meeting Date: _____                                                                          |                                                                                                                                                                                  |                                                                                                                            |                                         |

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission<sup>s</sup> of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
    - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 upon Governor and Executive Council approval ("Effective Date").
  - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
    - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**EXHIBIT B**

Scope of Services

**1. Statement of Work**

- 1.1. For the purposes of this Agreement the following definitions shall apply:
  - 1.1.1. All references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
  - 1.1.2. All references to business hours shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding state and federal holidays.
  - 1.1.3. State fiscal year shall mean July 1 through June 30.
  - 1.1.4. Federal fiscal year shall mean October 1 through September 30.
- 1.2. The Contractor shall operate and maintain an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.3. The Contractor shall accept applications from individuals in the Contractor's region seeking developmental disorder (DD), acquired brain disorder (ABD), in home support (IHS) or family-centered early supports and services (FCESS) services, and perform a comprehensive screening evaluation to determine if an individual has:
  - 1.3.1. A developmental disability in accordance with He-M 500, PART 503;  
or
  - 1.3.2. An acquired brain disorder in accordance with He-M 500, PART 522.
- 1.4. The Contractor shall determine whether the applicant has a developmental disability, an acquired brain disorder or is in need of in home supports and submit a functional screen to the Department for completion of the institutional Level of Care (LOC) for individuals who:
  - 1.4.1. Are determined to have a developmental disability or an acquired brain disorder;
  - 1.4.2. Are on Medicaid; and
  - 1.4.3. Want to receive In Home Support, Developmental Disabilities, and Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers, services.
- 1.5. The Contractor shall provide services to individuals with a developmental disability and/or an acquired brain disorder in order to promote the individual's personal development, independence, and quality of life, in accordance with federal regulations, laws and rules, which include:

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- 1.5.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
- 1.5.2. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
- 1.5.3. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
- 1.5.4. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community;
- 1.5.5. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences;
- 1.5.6. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications;
- 1.5.7. 1915(c) Waivers;
- 1.5.8. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C) and
- 1.5.9. The Department's procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 1.6. The Contractor shall provide services, as approved by the Department, for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without approval.
- 1.7. The Contractor shall assist all individuals with accessing and applying for community resources, services, and/or public programs available to them, which may include but are not limited to:
  - 1.7.1. The NH Department of Health and Human Services and its' programs.
  - 1.7.2. The NH Department of Education, Division of Vocational Rehabilitation.
  - 1.7.3. The NH Developmental Disabilities Council.
  - 1.7.4. Local education agencies.
- 1.8. The Contractor shall notify the Department within five (5) business days after an individual is no longer receiving contracted services. The Contractor shall ensure reports include, but are not limited to:
  - 1.8.1. Name of the individual.
  - 1.8.2. Last date that the individual received services.

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- 1.8.3. Services made available to the individual.
- 1.8.4. Services actually provided to the individual.
- 1.8.5. Reasons the individual no longer is receiving services.

**2. Supports Intensity Scale, Individual Service Agreements and Individual Budget Proposals**

- 2.1. The Contractor shall facilitate the completion of the Supports Intensity Scale (SIS) assessments through a third party entity, as approved by the Department, for all individuals who are receiving services through the 1915(c) Waivers in accordance with He-M 500, PART 503 and PART 522.
- 2.2. The Contractor shall ensure SIS assessments are completed at a minimum interval of every five (5) years.
- 2.3. The Contractor shall ensure the individual receives an institutional LOC determination for Medicaid Waiver acceptance from the Department prior to the SIS assessment being completed and submitted to the Department, for payment with Medicaid Waiver dollars.
- 2.4. The Contractor shall be financially responsible for the SIS assessment in the event that the LOC is not completed prior to the SIS.
- 2.5. The Contractor shall create Individual Service Agreements, using the template provided by the Department, to identify and document the specific services needed.
- 2.6. The Contractor shall ensure the results of the SIS assessment are used to conduct service-planning meetings and to create Individual Service Agreements for each individual.
- 2.7. The Contractor shall use the Individual Service Agreement to create Individual Budget Proposals, using the template provided by the Department, for individuals receiving 1915(c) Waiver services. The Contractor shall:
  - 2.7.1. Ensure costs for services are estimated in accordance with He-M 500, PART 503, PART 522 and PART 524;
  - 2.7.2. Enter all required information from the Budget Proposals into the Department-approved tracking system; and
  - 2.7.3. Obtain Department approval for all Individual Service Agreements and Budget Proposals.

**3. Health Risk Screening Tool**

- 3.1. The Contractor shall use the Health Risk Screening Tool (HRST) to screen for individual medical needs, concerns, and issues in order to assist the individual with accessing necessary medical care, in accordance with He-M 500, PART 503 and PART 522.

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- 3.2. The Contractor shall ensure staff administering the HRST are trained on how to:
- 3.2.1. Obtain and enter the required information into the Department-approved database for HRST data; and
  - 3.2.2. Utilize the results of the HRST screening to inform the services identified in the Individual Service Agreements.

**4. Waitlist Registry**

- 4.1. The Contractor shall complete and enter Wait List Registry activities in accordance with He-M 500, PART 503.13 and PART 522.14, Allocation of Funds, into the Department approved database for individuals who are currently on the waitlist, and for those individuals who will need funds during the next five (5) state fiscal years (SFY).
- 4.2. The Contractor shall obtain, enter, and update each status change to any individual's status who is on the wait list, no later than 30 days after the change of status.
- 4.3. The Contractor shall enter all required information into the Department-approved Wait List Registry to document the need for funding and services.
- 4.4. The Contractor shall prioritize individuals on the Wait List Registry, as requested by the Department, when the individual on the wait list will receive funding for services.
- 4.5. The Contractor shall remove each individual from the Wait List Registry within five (5) days of Department approval for an allocation of funding for the Individual's Budget Proposal.
- 4.6. The Contractor shall enter the actual start date for each individual's approved services into the Wait List Registry no later than 30 days from the start of services.
- 4.7. The Contractor shall notify the Department when services do not start on the anticipated start date and provide an explanation for the delay, within 30 days of the delay.
- 4.8. The Contractor shall track and monitor the use of Wait List funding, as required by the Department.

**5. Out-of-State Placements:**

- 5.1. The Contractor shall notify the Department prior to arranging for an out-of-state placement for any individual seeking services.

**6. Family Centered Early Supports and Services**

- 6.1. The Contractor shall accept applications from individuals seeking Family-Centered Early Supports and Services (FCESS) in accordance with He-M 500, PART 510, Family-Centered Early Supports and Services.

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- 6.2. The Contractor shall conduct a multidisciplinary evaluation to determine an individual's eligibility for FCESS.
  - 6.3. The Contractor shall provide FCESS services to all eligible children annually, ensuring a minimum of 465 children are served in State Fiscal Year (SFY) 2022 and 465 children are served in SFY 2023.
  - 6.4. The Contractor shall ensure FCESS services are provided within the following timeframes:
    - 6.4.1. No more than 45 days between receipt of referral for services and signed Individualized Family Support Plan (IFSP);
    - 6.4.2. Services start no later than 30 days from the IFSP start date; and
    - 6.4.3. Consultant services start no later than 30 days from the date services are determined by the IFSP team.
  - 6.5. The Contractor shall ensure FCESS services are individualized, family centered, and determined by the IFSP team, in accordance with He-M 500, PART He-M 510.07 (c)
  - 6.6. The Contractor shall collaborate with external professionals, as needed, to meet needs identified in the IFSP of children enrolled in FCESS and their families.
  - 6.7. The Contractor shall comply with the current professional development standards in accordance with He-M 500, PART 510 and as defined by the Department's monitoring process and written guidance, which includes but is not limited to:
    - 6.7.1. All new staff shall complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
    - 6.7.2. All staff shall have current individualized professional development plans, which are updated annually.
    - 6.7.3. All staff shall have training in procedural safeguards, annually.
    - 6.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
  - 6.8. The Contractor shall ensure FCESS training funds are equitably distributed across all programs. The Contractor shall:
    - 6.8.1. Ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices.
    - 6.8.2. Submit necessary information as part of the Department's annual FCESS program monitoring to verify utilization of training funds, as requested by the Department.

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- 6.9. The Contractor shall collect and enter all required information into Department-approved database and:
- 6.9.1. Ensure all FCESS data is accurate, complete, and entered at a minimum of every 30 days.
  - 6.9.2. Provide FCESS data, as requested by the Department, to the Department.
- 6.10. The Contractor shall work to reduce the cost of FCESS services provided by collecting and reporting information relative to private insurance reimbursements, for their internal FCESS programs and external vendor FCESS programs, to the Department utilizing a report template provided by the Department.

**7. FCESS Supplemental Services Funding**

- 7.1. The Contractor shall identify needed support services for children:
- 7.1.1. Who have a signed IFSP in place;
  - 7.1.2. Who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; and
  - 7.1.3. In accordance with the Supplemental Services Funding Guidance provided by the Department.
- 7.2. The Contractor shall identify the external providers for identified supplemental services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 7.3. The Contractor shall complete a FCESS Supplemental Services Funding proposal using the Department approved form(s) in accordance with the Supplemental Services Funding Guidance, which defines the allowable services and funding limits for each proposal.
- 7.4. The Contractor shall submit the completed FCESS Supplemental Services Funding proposal for Department approval and allocation of statewide funding.
- 7.5. The Contractor shall submit invoices for approved FCESS Supplemental Services Funding proposals in accordance with Supplemental Services Funding Guidance provided by the Department.
- 7.6. The Contractor shall monitor the implementation of the FCESS Supplemental Services Funding proposal plans, as approved by the Department, to ensure fiscal responsibility.
- 7.6.1. The Contractor shall first bill Private Insurance and then Medicaid Insurance for services provided in accordance with He-M 500, PART He-M 510.14 Utilization of Public and Private Insurance.

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- 7.7. The Contractor shall use Department General Funds to support the FCESS program and services that are not reimbursed through private insurance or Medicaid funds.
- 7.7.1. The Contractor shall use Part C funds in accordance with CFR § 303.510 Payor of Last Resort. Therefore, funds under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private source.
- 7.7.2. The Contractor shall identify other local funds, which may include but are not limited to, Contractor grants, fundraising, and/or donations, to support the FCESS program and services provided to infants and toddlers.

**8. Family Support Services and Respite Services**

- 8.1. The Contractor shall provide family support services in accordance with:
- 8.1.1. He-M 500 PART 519, Family Support Services; and
- 8.1.2. He-M 500, PART 515, Respite Services.
- 8.2. The Contractor shall provide of a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner in accordance with He-M 500, PART 519.04(c).
- 8.3. The Contractor shall collect and submit information to the Department related to respite and family support services that includes, but is not limited to:
- 8.3.1. Number of unduplicated families to be served.
- 8.3.2. Number of unduplicated families provided with respite only.
- 8.3.3. Number of unduplicated families provided with non-respite only (Family Supports).
- 8.3.4. Total respite units.
- 8.4. The Contractor shall adhere to the Principles of Family Support Practices as identified by Family Support America, which includes:
- 8.4.1. Staff and families work together in relationships based on equality and respect.
- 8.4.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 8.4.3. Families are resources to their own members, to other families, to programs, and to communities.
- 8.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.

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- 8.4.5. Programs are embedded in their communities and contribute to the community-building process.
- 8.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 8.4.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 8.4.8. Programs are flexible and continually responsive to emerging family and community issues.
- 8.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 8.5. The Contractor shall employ a minimum of one (1) full time Family Support Coordinator to provide assistance to families in accordance with He-M 500, PART 519.04. The Contract shall ensure the position:
  - 8.5.1. Is in addition to Service Coordinators and Service Coordinator Supervisor.
  - 8.5.2. Coordinates with the individual's Service Coordinator to ensure service plans and agreements with each family document the supports provided.
- 8.6. The Contractor shall collaborate with and promote networking and community building with other systems of family support including, but not limited to:
  - 8.6.1. Partners in Health.
  - 8.6.2. Special Medical Services Care Coordination.
  - 8.6.3. Other community agencies in the region.
- 8.7. The Contractor shall work with the Regional Family Support Council in accordance with He-M 500, PART 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 8.8. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with He-M 500, PART 519.

**9. Collaboration with Other Agencies and Systems**

**9.1. National Core Indicators**

- 9.1.1. The Contractor shall collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person. The Contractor shall:

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- 9.1.1.1. Assist the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys, within the timeline determined by the designated entity;
- 9.1.1.2. Facilitate the on-line survey and enter the individual's pre-survey and background survey into the Online Data Entry Survey Application (ODESA), within the timeline determined by designated entity.
- 9.1.1.3. For individuals identified as having an unmet need resulting from the NCI interview process, the Contractor shall:
  - 9.1.1.3.1. Inform the regional liaison of the identified unmet need;
  - 9.1.1.3.2. Document any identified correction action(s) in the individual's service coordination case notes, which may include, but are not limited to ensuring the individual with unmet needs is added to the waitlist for funding;
  - 9.1.1.3.3. Respond to the corrective action request within 15 working days; and
  - 9.1.1.3.4. Ensure the individual's need is met.

**9.2. Community Mental Health Centers**

- 9.2.1. The Contractor shall collaborate with the Community Mental Health Center that serves the region to address processes that include:
  - 9.2.1.1. Enrolling individuals for services who are dually eligible for both organizations.
  - 9.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, refer, link, and support transition plans for youth leaving children's services into adult services identified during screening.
  - 9.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the Contractor.
  - 9.2.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives.
  - 9.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-

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managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V.

- 9.2.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations.
- 9.2.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

**9.3. Regional Public Health Networks**

9.3.1. The Contractor shall work with the Regional Public Health Network (RPHN) that serves the region to address processes that enable collaboration for:

- 9.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
  - 9.3.1.1.1. Strategies to ensure public health information is communicated;
  - 9.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency.
  - 9.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population.
  - 9.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications.
  - 9.3.1.1.5. Strategies to coordinate with response partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:
    - 9.3.1.1.5.1. Communication.
    - 9.3.1.1.5.2. Maintaining health.

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- 9.3.1.1.5.3. Independence.
- 9.3.1.1.5.4. Support
- 9.3.1.1.5.5. Safety.
- 9.3.1.1.5.6. Self-determination.
- 9.3.1.1.5.7. Transportation of individuals at response facilities.
- 9.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.
- 9.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.
- 9.4. Employment Services Leadership Committee
  - 9.4.1. The Contractor shall provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518 and as outlined in the statewide Strategic Initiative on Employment (SIE) Goal 5, Outcome 5.
  - 9.4.2. The Contractor shall ensure the Area Agency Representative communicates activities with Area Agency Service Coordinator Supervisors, employment vendors and providers to ensure regular reporting in the Employment Data System (EDS) and latest employment related activities.
- 9.5. No Wrong Door System (NWD)
  - 9.5.1. The Contractor shall be a No Wrong Door (NWD) Partner, as it relates to the Area Agency, to create linkages for individuals who seek services and require intake, evaluation, and assessment as outlined in NH RSA 171-A:6.
  - 9.5.2. The Contractor shall comply with the Federal Key Elements of a NWD System of Access Guidelines.
  - 9.5.3. The Contractor shall participate as Partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from community Long-Term Supports and Services (LTSS).
  - 9.5.4. The Contractor shall ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:

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- 9.5.4.1. ServiceLink.
- 9.5.4.2. Area Agencies.
- 9.5.4.3. The Department.
- 9.5.5. The Contractor shall participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath annually.
- 9.5.6. The Contractor shall provide functions involving assessments, referral and linkage to necessary LTSS through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, and transitioning individuals from one agency to another when necessary.
- 9.5.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 9.5.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**10. Room and Board**

- 10.1. The Contractor shall provide room and board for eligible individuals living in residences funded by 1915(C) Waiver funds and staffed in accordance with He-M 500 or He-M 1001, provided funding is available.
- 10.2. The Contractor shall seek reimbursement from other public and private payer sources as well as other community resources for room and board that may be available to the individual prior to seeking non-Medicaid reimbursement from the Department, for services provided through this Agreement.
- 10.3. The Contractor shall submit room and board funding requests with supporting documentation for each state fiscal year (SFY) to the Department for review and consideration, for each individual receiving services through this Agreement.
- 10.4. The Contractor shall submit invoices with supporting documentation to the Department on a monthly basis, in a Department-approved format.
- 10.5. The Contractor shall notify the Department of any individual room and board changes within 30 days of the change.

**11. File Reviews and Audits**

**11.1. Service File Reviews**

- 11.1.1. The Contractor shall participate in annual Service File Reviews of the 1915(c) Waivers, which include clinical file reviews, as conducted by the Department to ensure:

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- 11.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
- 11.1.1.2. Required contact notes and/or progress notes are complete.
- 11.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
  - 11.1.1.3.1. Driving records.
  - 11.1.1.3.2. Background checks.
  - 11.1.1.3.3. Office of Inspector General (OIG) database checks.
  - 11.1.1.3.4. Training requirements.
- 11.1.1.4. Service agreements, required assessments, and agency oversight relative to service provision are in place.

**11.2. Governance Audit**

- 11.2.1. The Contractor shall participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:
  - 11.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
  - 11.2.1.2. Executive Director qualifications.
  - 11.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
  - 11.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
  - 11.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
  - 11.2.1.6. Communication strategy.
  - 11.2.1.7. Quality assurance activities and training.
  - 11.2.1.8. Subcontracting agreements.
  - 11.2.1.9. Plan of correction from last redesignation, if applicable.
  - 11.2.1.10. Sentinel event policy and documentation.
  - 11.2.1.11. Memorandum of Understanding (MOU) with the local Community Mental Health Center (CMHC).
  - 11.2.1.12. Proof of Limited English Proficiency (LEP) policy.

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- 11.2.1.13. Follow up to National Core Indicator (NCI) Surveys where an unmet need was identified.
- 11.2.1.14. Data entry into the BDS Approved Employment Data System (EDS).
- 11.2.1.15. Family Support Council (FSC) composition, policies and procedures.
- 11.2.1.16. Formal agreement between the Contractor and the FSC.
- 11.2.1.17. Family Support Coordinator and/or Director job description and resume(s).

**11.3. Redesignation Review**

- 11.3.1. The Contractor shall participate in a Redesignation Review as required and in accordance with He-M 500, PART 505.08, Redesignation.
- 11.3.2. The Contractor shall present information to its Board of Directors relative to areas that include, but are not limited to:
  - 11.3.2.1. Governance Audit.
  - 11.3.2.2. Financial Condition with 5-year trend analysis.
  - 11.3.2.3. Compliance with DHHS Program Certification Requirements.
  - 11.3.2.4. Compliance with Family Centered Early Supports and Service Requirements.
  - 11.3.2.5. Compliance with Medication Administration and Healthcare Coordination requirements.
  - 11.3.2.6. Summary of Employment Supports for Individuals.
  - 11.3.2.7. Service File Review findings.
  - 11.3.2.8. Summary of stakeholder engagement.

**12. Complaint Investigation**

- 12.1. The Contractor shall comply with all requirements of NH Administrative Rules He-M 202, Rights Protection Procedures for Developmental Services.
- 12.2. The Contractor shall cooperate with the Department's designated Complaint Investigators as required for all complaint investigation purposes, which includes:
  - 12.2.1. Complying with the recommendations in each Complaint Report;
  - 12.2.2. Retaining documentation of compliance; and
  - 12.2.3. Sharing documentation, as requested by the Department.

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- 12.3. The Contractor shall reimburse the Department for all expenses incurred when a complaint is initiated, conducted and completed on behalf of an individual serve through this Agreement.
- 12.4. The Contractor shall ensure payment is submitted to the Department within 30 days from notification from the Department specifying the amount of expenses incurred for the complaint investigation.

**13. Data Systems**

**13.1. Employment Data System**

- 13.1.1. The Contractor shall enter all required data into and manage vendor assignments within the Department-approved Employment Data System (EDS) database, as defined by the EDS and the Department, for all individuals served under this Agreement who are employed, including volunteer work.
- 13.1.2. The Contractor shall ensure data includes, but is not limited to:
- 13.1.2.1. Job end date.
  - 13.1.2.2. Changes in hours worked.
  - 13.1.2.3. Changes in wages earned.
- 13.1.3. The Contractor shall complete a final review of data for accuracy and completeness no later than one (1) week prior to the end of each quarter.

**13.2. Service Activity System**

- 13.2.1. The Contractor shall enter all service activity for individuals over the age of three (3) years into the Department-approved database, once per month, at a minimum.
- 13.2.2. The Contractor shall ensure data includes:
- 13.2.2.1. Complete intake processing;
  - 13.2.2.2. A functional screen to the Department for a Level of Care (LOC) assessment for application for Waiver services;
  - 13.2.2.3. Dates and types of services provided to individuals in the Service Capture/Billing section of the database;
  - 13.2.2.4. Indication of when an individual received services if services are non-billable; and
  - 13.2.2.5. Accurate and non-duplicative data.

**14. Criminal Background and State Registry Checks**

- 14.1. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working

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directly with individuals, prior to the individuals beginning of work, as detailed in He-M 500, PART 506.3.

**15. Confidentiality**

15.1. The Contractor shall ensure all staff and subcontractors who may have direct contact with any individual or any individual's information under this Agreement have received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.

**16. Maintenance of Fiscal Integrity:**

16.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Area Agencies that operate as dual agencies for Behavioral Health and Developmental Disabilities services shall break out these statements separately for Developmental Disabilities (DD) & Bureau of Mental Health Services (BHMS). Statements shall be submitted within thirty (30) calendar days after each month end.

16.2. The Contractor agrees to financial performance standards as follows:

16.2.1. Days of Cash on Hand:

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.2.2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.

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c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.2.3. Debt Service Coverage Ratio:

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

16.2.4. Net Assets to Total Assets:

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

16.2.5. In the event that the Contractor does not meet either:

- 16.2.5.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.2.5.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 16.2.5.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 16.2.5.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.15.3.1 and

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2.15.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved. If the compliance is not achieved within six (6) months, the Department may withhold funding in whole or in part.

16.2.5.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

16.2.6. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

16.2.7. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

16.2.8. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming state fiscal year (SFY) no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment from the Contractor if the Budget Form A is not provided by the due date.

16.2.9. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Currently Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

16.2.10. The Contractor shall provide to the Department Quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

16.2.11. Contractors Request for Extension of Financial Filing Deadlines:

16.2.11.1. If the Contractor is unable to submit within 30 days, then the Contractor shall submit a request for an extension of the filing deadline as follows:

16.2.11.2. Requests shall be made in writing;

16.2.11.3. Requests shall be sent to the director or designee;

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16.2.11.4. Requests shall be received no later than 20 days prior to the filing deadline; and

16.2.11.5. Requests shall include the following:

16.2.11.6. Contact information;

16.2.11.7. Reason for requesting the extension; and

16.2.11.8. New requested deadline.

16.2.11.9. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

**17. Conflict of Interest (COI) Corrective Action Plan and New Requirements Compliance**

The Bureau of Developmental Services is currently under a Corrective Action Plan (CAP) and being monitored by the Centers for Medicare and Medicaid Services (CMS) for ongoing progress relative to the CAP. The deadline for compliance with the CAP is July 1, 2023.

17.1. The Contractor shall work with the Department to achieve compliance with 42 CFR 431.301(c)(1)(vi) "Providers of Home and Community-based Services (HCBS) for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process."

17.2. The Contractor shall ensure that individuals and family members have choice of provider agency through the utilization of the ServiceLink provider directory.

17.3. The Contractor shall work with the Department to transition to Direct Billing, which is required under the COI CAP and allows Medicaid service providers to enroll with Medicaid directly. This requires participation on behalf of the Contractor as requested by the Department in activities including, but not limited to:

17.3.1. Identification of Designated Area Agency Delivery System functions;

17.3.2. Rate modeling, analysis and development; and

17.3.3. Related committee work.

**18. Exhibits Incorporated**

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- 18.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 18.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**19. Performance Measures**

- 19.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 19.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 19.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**20. Additional Terms**

**20.1. Impacts Resulting from Court Orders or Legislative Changes**

- 20.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**20.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 20.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**20.3. Credits and Copyright Ownership**

- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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Services.”

- 20.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 20.3.3.1. Brochures.
  - 20.3.3.2. Resource directories.
  - 20.3.3.3. Protocols or guidelines.
  - 20.3.3.4. Posters.
  - 20.3.3.5. Reports.
- 20.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**20.4. Operation of Facilities: Compliance with Laws and Regulations**

- 20.4.1. 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 Agreement 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.

**21. Records**

- 21.1. The Contractor shall keep records that include, but are not limited to:
  - 21.1.1. Books, records, documents and other electronic or physical 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.
  - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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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.

21.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

21.1.4. Medical records on each patient/recipient of services.

21.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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**PAYMENT TERMS**

1. This Agreement funded by other, general and federal funds as follows:
  - 1.1. 82% General Funds.
  - 1.2. 18% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN # H181A200127.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 §CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 §CFR 200.332
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall not exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, and shall be in accordance with amounts specified in applicable sections below for the services provided pursuant to Exhibit B, Scope of Services.
4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1. above shall:
  - 4.1. Constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, at the discretion of the Department; and
  - 4.2. Constitute an event of default in meeting contract terms, at the discretion of the Department.
5. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
  - 5.1. Family-Centered Early Supports and Services (FCESS) training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.
  - 5.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
  - 5.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS training.
  - 5.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$3,000.
6. **Payment for Family Centered Early Supports and Services (FCESS) Supplemental Services Funding**
  - 6.1. The Contractor shall seek reimbursement from the Department for Family Centered

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Early Supports and Services supplemental services based on approved expenses defined in Exhibit B, Section 7, FCESS Supplemental Services Funding.

- 6.2. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.BDSINVOICES@dhhs.nh.gov](mailto:DHHS.BDSINVOICES@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

- 6.5. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide Family Centered Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all 10 Agreements is \$822,000 of which \$200,000 is from IDEA Part C funds (Federal Funds), and of which \$622,000 is from Family Support (General Funds), both of which are included in Block 1.8 Price Limitation of the General Provisions, P-37.

**7. Payment for Regional Family Support Council**

- 7.1. The Contractor shall seek reimbursement from the Department for approved services and supports provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 8, Family Support Services and Respite Services.
- 7.2. The Contractor shall submit quarterly invoices in accordance with Department guidelines.
- 7.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of **\$71,078**.

**8. Payment for Room and Board Expenses for individuals who receive Residential Services**

- 8.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
  - 8.1.1. Based on approved expenses in accordance with Exhibit B Scope of Services, Section 10, Room and Board; and
  - 8.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit B Scope of Services, Section 10. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

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- 8.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
- 8.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
- 8.3. The Contractor shall submit a monthly invoice in accordance with Department guidelines.
- 8.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 8.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.BDSINVOICES@dhhs.nh.gov](mailto:DHHS.BDSINVOICES@dhhs.nh.gov) or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
- 8.6. This Agreement is one (1) of ten (10) other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten (10) Agreements is \$4,000,000 for Developmental Disabilities (DD) room and board and \$1,000,000 for Acquired Brain Disorder (ABD) room and board, both of which are included Block 1.8 Price Limitation of the General Provisions, P-37.
- 9. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 4 through 8 above**
- 9.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 9.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 9.1.2. After the initial payment in Section 9.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 9.1.3. In no event shall the total of initial and monthly payments exceed the maximum price limitation in Block 1.8 of the General Provisions of this Agreement.
- 9.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and

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financial reports identified in Exhibit B to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 9.1.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit B, Section 19.
  - 9.1.6. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
  - 9.2. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, including program volume and program outcome data, individual demographic data, individual funding data, individual clinical data, needs data, program plan data, and individual activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
  - 9.3. The Department reserves the right withhold **3%** of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
  - 9.4. The Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
  - 9.5. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
- 10. Revenue and Expense Budget (Budget Form A), Exhibit B Section 19.**
- 10.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

allocated by source strictly in accordance with the approved budget.

**11. Billing for Services covered under Medicaid**

11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.

11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 1 above in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**14. Audits**

14.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from

**New Hampshire Department of Health and Human Services  
Area Agency**

**EXHIBIT C**

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the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 14.5. 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.



**New Hampshire Department of Health and Human Services  
Exhibit D**

**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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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:

6/14/2021

Date

DocuSigned by:

*Matthew Cordaro*

Name: Matthew Cordaro

Title: Chief Executive Officer



New Hampshire Department of Health and Human Services  
Exhibit E

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:

6/14/2021  
Date

DocuSigned by:  
  
 Name: Matthew Cordaro  
 Title: Chief Executive Officer

DS  




New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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.

Contractor Name:

6/14/2021  
Date

DocuSigned by: Matthew Cordaro  
Name: Matthew Cordaro  
Title: Chief Executive Officer

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Contractor Initials  
Date 6/14/2021



New Hampshire Department of Health and Human Services  
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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MC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services  
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/14/2021

Date

DocuSigned by:

*Matthew Cordaro*

Name: Matthew Cordaro

Title: Chief Executive Officer

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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MC



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/2021

Date

DocuSigned by:  
*Matthew Cordaro*  
Name: Matthew Cordaro  
Title: Chief Executive Officer



## New Hampshire Department of Health and Human Services

## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

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Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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 Associate

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Contractor Initials MC

Date 6/14/2021



New Hampshire Department of Health and Human Services

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.

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Contractor Initials

MC

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New Hampshire Department of Health and Human Services

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  
 Executed by:  
*Deborah D. Scheetz*  
 Signature of Authorized Representative  
 Deborah D. Scheetz  
 Name of Authorized Representative  
 Director Division of Long Term Supports and Services  
 Title of Authorized Representative  
 6/14/2021  
 Date

One Sky Community Services, Inc.  
 Name of the Contractor  
 Executed by:  
*Matthew Cordaro*  
 Signature of Authorized Representative  
 Matthew Cordaro  
 Name of Authorized Representative  
 Chief Executive Officer  
 Title of Authorized Representative  
 6/14/2021  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/14/2021

Date

DocuSigned by:

*Matthew Cordaro*

Name: Matthew Cordaro

Title: Chief Executive Officer

DS  
*MC*

Contractor Initials

6/14/2021  
Date



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 161841853
- 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: _____ |

# 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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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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

# State of New Hampshire

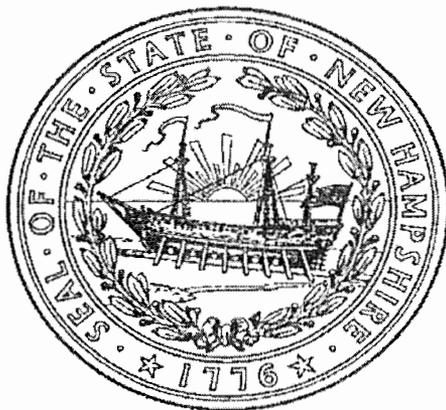
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONE SKY COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65212**

Certificate Number: **0005364986**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th 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, , do hereby certify that:

- 1. I am a duly elected Officer of One Sky Community Services, Inc.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 24, 2021:

**RESOLVED:** That the President, Treasurer or Chief Executive Officer 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 24th day of May 2021.

- 4. Nancy Clayburgh is the duly elected President of the Agency.
- 5. Kyle Trinward is the duly elected Treasurer.
- 6. Matthew Cordaro is the Chief Executive Officer.

  
 \_\_\_\_\_  
 Erik Browning, Vice President

6/14/21  
 \_\_\_\_\_  
 Date





One Sky Community Services, Inc.

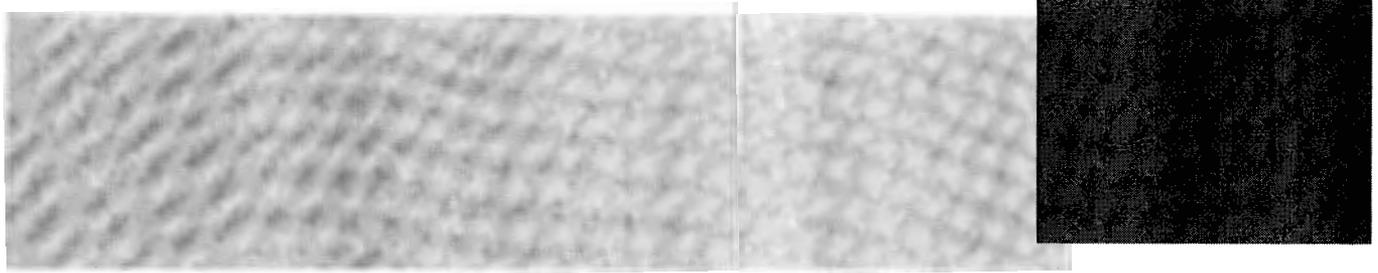
755 Banfield Road - Suite 3 - Portsmouth - New Hampshire - 03201

Phone: (603) 436-5111 - Voice/TDD: (603) 690-4103

Fax: (603) 436-4122 - Visit us online: [www.onsky-services.org](http://www.onsky-services.org)

## Mission Statement

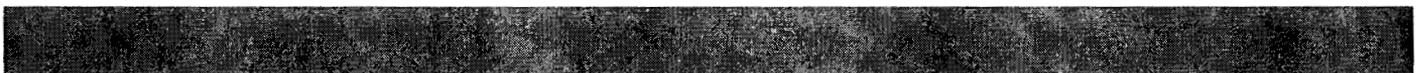
Our mission is to assist people with Developmental Disabilities and Acquired Brain Disorders to live as valued and participating members in their communities.



**FINANCIAL STATEMENTS**

**June 30, 2020 and 2019**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
One Sky Community Services, Inc.

We have audited the accompanying financial statements of One Sky Community Services, Inc. (the Organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the financial statements based on our 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors  
One Sky Community Services, Inc.  
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**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 19, 2020

## ONE SKY COMMUNITY SERVICES, INC.

## Statements of Financial Position

June 30, 2020 and 2019

|                                                | <u>2020</u>         | <u>2019</u>         |
|------------------------------------------------|---------------------|---------------------|
| <b>ASSETS</b>                                  |                     |                     |
| Current assets                                 |                     |                     |
| Cash and cash equivalents                      | \$ 1,679,518        | \$ 1,611,065        |
| Client funds held                              | 563,295             | 393,797             |
| Accounts receivable, net                       | 2,090,417           | 2,352,076           |
| Prepaid expenses                               | <u>10,539</u>       | <u>7,707</u>        |
| Total current assets                           | <u>4,343,769</u>    | <u>4,364,645</u>    |
| Property and equipment                         |                     |                     |
| Land                                           | 253,200             | 253,200             |
| Buildings                                      | 860,505             | 860,505             |
| Leasehold improvements                         | 717,329             | 717,329             |
| Vehicles                                       | 91,213              | 91,213              |
| Equipment                                      | <u>616,910</u>      | <u>449,670</u>      |
|                                                | 2,539,157           | 2,371,917           |
| Less accumulated depreciation                  | <u>(1,566,732)</u>  | <u>(1,472,992)</u>  |
| Property and equipment, net                    | <u>972,425</u>      | <u>898,925</u>      |
| Other assets                                   | <u>83,995</u>       | <u>60,716</u>       |
| Total assets                                   | <u>\$ 5,400,189</u> | <u>\$ 5,324,286</u> |
| <b>LIABILITIES AND NET ASSETS</b>              |                     |                     |
| Current liabilities                            |                     |                     |
| Accounts payable                               | \$ 2,214,788        | \$ 3,824,495        |
| Accrued expenses and other current liabilities | 240,357             | 273,663             |
| Deferred revenue                               | -                   | 3,047               |
| Client funds held                              | 563,295             | 393,797             |
| Current portion of long-term debt              | <u>326,937</u>      | <u>-</u>            |
| Total current liabilities                      | <u>3,345,377</u>    | <u>4,495,002</u>    |
| Long-term debt, excluding current portion      | <u>431,177</u>      | <u>-</u>            |
| Total liabilities                              | <u>3,776,554</u>    | <u>4,495,002</u>    |
| Net assets                                     |                     |                     |
| Without donor restrictions                     | 1,499,552           | 741,566             |
| With donor restrictions                        | <u>124,083</u>      | <u>87,718</u>       |
| Total net assets                               | <u>1,623,635</u>    | <u>829,284</u>      |
| Total liabilities and net assets               | <u>\$ 5,400,189</u> | <u>\$ 5,324,286</u> |

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The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

## 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                                            | \$30,484,949        | \$25,779,028       |
| Bureau of Developmental Services                            | 1,555,349           | 1,452,729          |
| Contributions                                               | 14,715              | 15,270             |
| Interest                                                    | 440                 | 434                |
| Other revenue                                               | 674,896             | 558,574            |
| Net assets released from restriction for operating purposes | <u>38,472</u>       | <u>43,396</u>      |
| Total public support and revenue                            | <u>32,768,821</u>   | <u>27,849,431</u>  |
| Expenses                                                    |                     |                    |
| Program services                                            |                     |                    |
| Service coordination                                        | 1,600,957           | 1,301,902          |
| Combined residential and day services                       | 16,012,644          | 13,600,032         |
| Participant directed and managed/in-home supports           | 4,827,229           | 4,676,993          |
| Early intervention                                          | 1,348,195           | 1,251,718          |
| Family support                                              | 272,023             | 246,265            |
| Respite care                                                | 93,736              | 99,628             |
| Independent living                                          | 123,601             | 163,851            |
| Day services                                                | 5,530,656           | 4,839,184          |
| Clinical supports                                           | 202,780             | 273,079            |
| School services                                             | <u>-</u>            | <u>27,190</u>      |
| Total program services                                      | <u>30,011,821</u>   | <u>26,479,842</u>  |
| Supporting services                                         |                     |                    |
| General management                                          | <u>1,999,014</u>    | <u>2,553,238</u>   |
| Total expenses                                              | <u>32,010,835</u>   | <u>29,033,080</u>  |
| Change in net assets without donor restrictions             | <u>757,986</u>      | <u>(1,183,649)</u> |
| Changes in net assets with donor restrictions               |                     |                    |
| Contributions                                               | 74,837              | 71,302             |
| Net assets released from restriction for operating purposes | <u>(38,472)</u>     | <u>(43,396)</u>    |
| Change in net assets with donor restrictions                | <u>36,365</u>       | <u>27,906</u>      |
| Change in net assets                                        | 794,351             | (1,155,743)        |
| Net assets, beginning of year                               | <u>829,284</u>      | <u>1,985,027</u>   |
| Net assets, end of year                                     | <u>\$ 1,623,635</u> | <u>\$ 829,284</u>  |

The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

## Statement of Functional Expenses

Year Ended June 30, 2020

|                                    | Service<br>Coordination | Combined<br>Residential /<br>Day<br>Services | Participant<br>Directed and<br>Managed /<br>In-Home<br>Supports | Early<br>Intervention | Family<br>Support | Respite<br>Care | Independent<br>Living | Day<br>Services | Clinical<br>Supports | General<br>Management | Total         |
|------------------------------------|-------------------------|----------------------------------------------|-----------------------------------------------------------------|-----------------------|-------------------|-----------------|-----------------------|-----------------|----------------------|-----------------------|---------------|
| Personnel costs                    |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                       |               |
| Salary and wages                   | \$ 1,013,519            | \$ -                                         | \$ 1,024,131                                                    | \$ -                  | \$ 115,612        | \$ -            | \$ -                  | \$ -            | \$ -                 | \$ 880,235            | \$ 3,033,497  |
| Employee benefits                  | 92,410                  | -                                            | 111,893                                                         | -                     | 10,213            | -               | -                     | -               | -                    | 125,960               | 340,476       |
| Payroll taxes                      | 77,667                  | -                                            | 81,154                                                          | -                     | 8,833             | -               | -                     | -               | -                    | 67,671                | 235,325       |
| Professional fees and consultants  |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                       |               |
| Client treatment and services      | 43,135                  | 277,984                                      | 2,744,424                                                       | 43,163                | -                 | 91,868          | -                     | -               | 202,580              | 247                   | 3,403,401     |
| Accounting and auditing            | -                       | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 27,000                | 27,000        |
| Legal                              | -                       | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 37,499                | 37,499        |
| Payroll preparation                | 11,411                  | -                                            | 11,398                                                          | -                     | 1,282             | -               | -                     | -               | -                    | 230,055               | 254,146       |
| Other                              | 70,960                  | -                                            | 23,809                                                          | -                     | -                 | -               | -                     | -               | -                    | 228,835               | 323,604       |
| Conferences and conventions        | 1,982                   | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 11,991                | 13,973        |
| Occupancy costs                    |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                       |               |
| Rent                               | 59,329                  | 25,870                                       | -                                                               | -                     | 25,678            | -               | -                     | -               | -                    | 111,553               | 222,430       |
| Electricity and other utilities    | 27,682                  | 38,045                                       | -                                                               | -                     | 1,740             | -               | -                     | -               | -                    | 20,233                | 87,700        |
| Maintenance and repairs            | 440                     | 56,322                                       | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 10,742                | 67,504        |
| Consumable supplies                |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                       |               |
| Client consumables                 | 12,860                  | 32,722                                       | -                                                               | -                     | 791               | -               | -                     | -               | -                    | 14,206                | 60,579        |
| Office                             | 12,778                  | -                                            | 8,172                                                           | -                     | 672               | -               | -                     | -               | -                    | 31,863                | 53,485        |
| Equipment maintenance              | 75,412                  | -                                            | 616                                                             | -                     | 4,009             | -               | -                     | -               | -                    | 46,766                | 126,803       |
| Advertising                        | -                       | -                                            | 504                                                             | -                     | -                 | -               | -                     | -               | -                    | 5,684                 | 6,188         |
| Printing                           | 1,681                   | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 3,675                 | 5,356         |
| Telephone                          | 34,663                  | 263                                          | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                     | 34,926        |
| Postage                            | 115                     | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 19,262                | 19,377        |
| Transportation                     | 14,998                  | 6,794                                        | 94,604                                                          | -                     | 337               | -               | -                     | -               | 200                  | 1,011                 | 117,944       |
| Assistance to individuals          | -                       | 20,876                                       | 49,012                                                          | -                     | 95,606            | -               | -                     | -               | -                    | 4,185                 | 169,679       |
| Insurance                          | 6,200                   | 2,656                                        | -                                                               | -                     | 2,661             | -               | -                     | -               | -                    | 28,467                | 39,984        |
| Members' dues                      | 384                     | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | 3,171                 | 3,555         |
| Other expenditures                 | 17,831                  | -                                            | 7                                                               | -                     | -                 | -               | -                     | -               | -                    | 53,728                | 71,566        |
| Subcontractor                      | -                       | 15,497,590                                   | 677,505                                                         | 1,305,032             | -                 | -               | 123,601               | 5,530,656       | -                    | 26,714                | 23,161,098    |
| Total expenses before depreciation | 1,575,457               | 15,959,122                                   | 4,827,229                                                       | 1,348,195             | 267,434           | 91,868          | 123,601               | 5,530,656       | 202,780              | 1,990,753             | 31,917,095    |
| Depreciation                       | 25,500                  | 53,522                                       | -                                                               | -                     | 4,589             | 1,868           | -                     | -               | -                    | 8,261                 | 93,740        |
| Total program expenses             | \$ 1,600,957            | \$ 16,012,644                                | \$ 4,827,229                                                    | \$ 1,348,195          | \$ 272,023        | \$ 93,736       | \$ 123,601            | \$ 5,530,656    | \$ 202,780           | \$ 1,999,014          | \$ 32,010,835 |

The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

## Statement of Functional Expenses

Year Ended June 30, 2019

|                                    | Service<br>Coordination | Combined<br>Residential /<br>Day<br>Services | Participant<br>Directed and<br>Managed /<br>In-Home<br>Supports | Early<br>Intervention | Family<br>Support | Respite<br>Care | Independent<br>Living | Day<br>Services | Clinical<br>Supports | School<br>Services | General<br>Management | Total         |
|------------------------------------|-------------------------|----------------------------------------------|-----------------------------------------------------------------|-----------------------|-------------------|-----------------|-----------------------|-----------------|----------------------|--------------------|-----------------------|---------------|
| Personnel costs                    |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                    |                       |               |
| Salary and wages                   | \$ 771,608              | \$ 219,874                                   | \$ 1,040,560                                                    | \$ -                  | \$ 117,017        | \$ -            | \$ 5,476              | \$ 277,493      | \$ 90,778            | \$ 10,141          | \$ 964,507            | \$ 3,497,454  |
| Employee benefits                  | 186,371                 | 60,340                                       | 234,457                                                         | -                     | 20,279            | -               | 949                   | 52,570          | 20,206               | 944                | 266,817               | 842,933       |
| Payroll taxes                      | 62,420                  | 19,975                                       | 81,544                                                          | -                     | 9,728             | -               | 408                   | 18,232          | 6,993                | 761                | 74,107                | 274,168       |
| Professional fees and consultants  |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                    |                       |               |
| Client treatment and services      | 19,891                  | 1,195,574                                    | 2,258,938                                                       | 34,725                | -                 | 98,500          | -                     | 142,918         | 140,031              | -                  | 120                   | 3,890,697     |
| Accounting and auditing            | -                       | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 31,075                | 31,075        |
| Legal                              | 2,804                   | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 42,571                | 45,375        |
| Payroll preparation                | 11,234                  | 3,550                                        | 14,879                                                          | -                     | 1,295             | -               | 50                    | 3,308           | 1,506                | 53                 | 116,222               | 152,097       |
| Other                              | 70,224                  | 83                                           | 25,795                                                          | -                     | -                 | -               | -                     | 111             | -                    | -                  | 138,080               | 234,293       |
| Conferences and conventions        | 1,460                   | -                                            | -                                                               | -                     | 100               | 90              | -                     | -               | -                    | -                  | 12,109                | 13,759        |
| Occupancy costs                    |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                    |                       |               |
| Rent                               | 28,151                  | 12,275                                       | 92,853                                                          | -                     | 12,184            | -               | 7,773                 | 9,508           | 2,941                | 12,868             | 52,931                | 231,484       |
| Electricity and other utilities    | 10,108                  | 39,845                                       | 1,193                                                           | -                     | 794               | -               | -                     | 3,451           | 596                  | -                  | 39,286                | 95,273        |
| Maintenance and repairs            | -                       | 69,682                                       | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 2,777                 | 72,459        |
| Consumable supplies                |                         |                                              |                                                                 |                       |                   |                 |                       |                 |                      |                    |                       |               |
| Client consumables                 | 561                     | 28,900                                       | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 28,887                | 58,348        |
| Office                             | 2,847                   | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 34,611                | 37,458        |
| Equipment maintenance              | 57,100                  | 2,046                                        | 7,338                                                           | -                     | 4,117             | -               | -                     | 17,824          | 3,082                | -                  | 55,367                | 146,874       |
| Advertising                        | -                       | -                                            | 391                                                             | -                     | -                 | -               | -                     | -               | -                    | -                  | 4,899                 | 5,290         |
| Printing                           | -                       | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 6,083                 | 6,083         |
| Telephone                          | 9,541                   | 1,629                                        | 1,288                                                           | -                     | 858               | -               | -                     | 3,725           | 644                  | -                  | 15,452                | 33,137        |
| Postage                            | 115                     | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 16,939                | 17,054        |
| Transportation                     | 23,482                  | 11,870                                       | 121,150                                                         | -                     | 1,416             | -               | -                     | 19,150          | 5,704                | 1,365              | 5,016                 | 189,153       |
| Assistance to individuals          | (692)                   | 32,520                                       | 62,740                                                          | -                     | 74,261            | -               | -                     | 785             | 330                  | 251                | 1,263                 | 171,458       |
| Insurance                          | 3,763                   | 1,612                                        | 12,093                                                          | -                     | 1,615             | -               | 1,076                 | 1,076           | 268                  | 807                | 17,278                | 39,588        |
| Members' dues                      | -                       | -                                            | -                                                               | -                     | -                 | -               | -                     | -               | -                    | -                  | 7,207                 | 7,207         |
| Other expenditures                 | 23,503                  | 1,647                                        | -                                                               | 13,470                | -                 | -               | -                     | 8,584           | -                    | -                  | 320,492               | 367,696       |
| Subcontractor                      | -                       | 11,842,590                                   | 721,774                                                         | 1,203,523             | -                 | -               | 148,119               | 4,280,449       | -                    | -                  | 294,459               | 18,490,914    |
| Total expenses before depreciation | 1,284,491               | 13,544,012                                   | 4,676,993                                                       | 1,251,718             | 243,664           | 98,590          | 163,851               | 4,839,184       | 273,079              | 27,190             | 2,548,555             | 28,951,327    |
| Depreciation                       | 17,411                  | 56,020                                       | -                                                               | -                     | 2,601             | 1,038           | -                     | -               | -                    | -                  | 4,683                 | 81,753        |
| Total program expenses             | \$ 1,301,902            | \$ 13,600,032                                | \$ 4,676,993                                                    | \$ 1,251,718          | \$ 246,265        | \$ 99,628       | \$ 163,851            | \$ 4,839,184    | \$ 273,079           | \$ 27,190          | \$ 2,553,238          | \$ 29,033,080 |

The accompanying notes are an integral part of these financial statements.

**ONE SKY COMMUNITY SERVICES, INC.****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                                                                                | \$ 794,351          | \$ (1,155,743)      |
| Adjustments to reconcile change in net assets to net cash used by operating activities              |                     |                     |
| Depreciation                                                                                        | 93,740              | 81,753              |
| (Reduction in allowance) provision for bad debts                                                    | (8,106)             | 259,174             |
| Changes in operating assets and liabilities                                                         |                     |                     |
| Accounts receivable, net                                                                            | 269,765             | (616,584)           |
| Prepaid expenses                                                                                    | (2,832)             | 25,043              |
| Accounts payable                                                                                    | (1,609,707)         | 1,348,919           |
| Accrued expenses and other current liabilities                                                      | (33,306)            | (43,393)            |
| Deferred revenue                                                                                    | <u>(3,047)</u>      | <u>(17,998)</u>     |
| Net cash used by operating activities                                                               | <u>(499,142)</u>    | <u>(118,829)</u>    |
| Cash flows from investing activities                                                                |                     |                     |
| Purchases of property and equipment                                                                 | -                   | (7,950)             |
| Change in other assets                                                                              | <u>(23,279)</u>     | <u>(2,409)</u>      |
| Net cash used by investing activities                                                               | <u>(23,279)</u>     | <u>(10,359)</u>     |
| Cash flows from financing activities                                                                |                     |                     |
| Proceeds from long-term debt                                                                        | 619,000             | -                   |
| Principal payments on long-term debt                                                                | <u>(28,126)</u>     | <u>-</u>            |
| Net cash provided by financing activities                                                           | <u>590,874</u>      | <u>-</u>            |
| Net increase (decrease) in cash and cash equivalents                                                | 68,453              | (129,188)           |
| Cash and cash equivalents, beginning of year                                                        | <u>1,611,065</u>    | <u>1,740,253</u>    |
| Cash and cash equivalents, end of year                                                              | <u>\$ 1,679,518</u> | <u>\$ 1,611,065</u> |
| Supplementary Information:                                                                          |                     |                     |
| Acquisition of property and equipment with issuance of long-term debt to seller's financing company | <u>\$ 167,240</u>   | <u>\$ -</u>         |

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The accompanying notes are an integral part of these financial statements.

## ONE SKY COMMUNITY SERVICES, INC.

### Notes to Financial Statements

June 30, 2020 and 2019

#### **Nature of Activities**

One Sky Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation providing a wide range of community-based services. It contracts with the New Hampshire Department of Health and Human Services to provide community-based services and support for those with developmental disabilities and acquired brain disorders in Rockingham County. The majority of its funding is from federal and state government programs.

#### **1. Summary of Significant Accounting Policies**

##### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. At June 30, 2020 and 2019, net assets with donor restrictions consisted of funds temporary in nature restricted for critical essential client needs.

##### **Contributions**

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction. 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. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in subsequent years are reported at the present value of their expected future cash flows, using risk-free interest rates applicable to the years in which the promises are to be received.

**ONE SKY COMMUNITY SERVICES, INC.**

**Notes to Financial Statements**

**June 30, 2020 and 2019**

**Contributions of Property and Services**

Contributions of donated non-cash assets are recorded at their fair value in the period received. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents.

The Organization maintains its cash, including client funds held, 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.

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. As of June 30, 2020 and 2019, an allowance was recorded in the amount of \$16,635 and \$25,428, respectively.

## ONE SKY COMMUNITY SERVICES, INC.

### Notes to Financial Statements

June 30, 2020 and 2019

#### **Property, Equipment and Depreciation**

Purchased property and equipment are recorded at cost. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. 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 leasehold improvements | 10-40 years |
| Equipment                            | 3-10 years  |
| Vehicles                             | 5 years     |

#### **Income Taxes**

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### **Functional Allocation of Expenses**

The costs of providing various programs and activities are summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated based on time spent between locations and functions among the programs and supporting services benefited.

#### **Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 19, 2020, which is the date that the 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 cash equivalents 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.

**ONE SKY COMMUNITY SERVICES, INC.****Notes to Financial Statements****June 30, 2020 and 2019**

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 identifies the sources and uses of the Organization's cash and cash equivalents.

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 available for operations                      | \$ 1,555,435        | \$ 1,523,347        |
| Accounts receivable, net                                                | <u>2,090,417</u>    | <u>2,352,076</u>    |
| Financial assets available to meet general expenditures within one year | <u>\$ 3,645,852</u> | <u>\$ 3,875,423</u> |

Cash and cash equivalents in the statement of financial position includes amounts that are part of net assets with donor restrictions, and thus are excluded from the above table.

**3. Long-Term Debt**

Long-term debt consisted of the following:

|                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>2020</u>       | <u>2019</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| Note payable to Hewlett-Packard Financial Service Company (HPFSC), due in monthly installments of \$1,943, including interest at 5.88% through March 2023. Note payable is collateralized by equipment.                                                                                                                                                                                                                      | \$ 59,071         | \$ -        |
| Note payable to HPFSC, due in monthly installments of \$2,859, through December 2022. Note payable is collateralized by equipment.                                                                                                                                                                                                                                                                                           | 80,043            | -           |
| Paycheck Protection Program (PPP) loan to The Provident Bank. A portion or all of the PPP loan may 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>619,000</u>    | -           |
| Total long-term debt                                                                                                                                                                                                                                                                                                                                                                                                         | 758,114           | -           |
| Less current portion                                                                                                                                                                                                                                                                                                                                                                                                         | <u>326,937</u>    | -           |
| Long-term debt, excluding current portion                                                                                                                                                                                                                                                                                                                                                                                    | <u>\$ 431,177</u> | <u>\$ -</u> |

**ONE SKY COMMUNITY SERVICES, INC.****Notes to Financial Statements****June 30, 2020 and 2019**

Maturities of long-term debt are as follows:

|      |                   |
|------|-------------------|
| 2021 | \$ 326,937        |
| 2022 | 402,696           |
| 2023 | <u>28,481</u>     |
|      | <u>\$ 758,114</u> |

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in substantially all business assets. Monthly interest payments on any unpaid principal balance are required at a variable rate, which was 4% at June 30, 2020. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

**5. Commitments and Contingencies****Operating Lease**

The Organization leases its primary facility pursuant to the terms of a lease that expires in May 2027. The initial rent of \$16,413 per month increases 2% on each anniversary, with tiered increases in the annual percentage beginning in the third year of the lease term. At June 30, 2020, and June 30, 2019, an operating lease payable of \$17,207 and \$21,580, respectively, was recognized related to the annual rent increase and is reported in accounts payable. The lessee is responsible for all utilities, repairs and maintenance and insurance and a prorate share of the real estate taxes and common area costs over a base. Rent expense was \$222,430 and \$231,484 for the years ended June 30, 2020 and 2019, respectively.

Future minimum operating lease payments are as follows:

|            |                     |
|------------|---------------------|
| 2021       | \$ 212,116          |
| 2022       | 218,479             |
| 2023       | 225,780             |
| 2024       | 236,285             |
| 2025       | 243,374             |
| Thereafter | <u>464,767</u>      |
|            | <u>\$ 1,600,801</u> |

**Self-Insurance Program**

For the years ended June 30, 2020 and 2019, the Organization self-insured a portion of its employee health benefits. Stop loss insurance was in effect which limits the Organization's exposure to loss on an individual basis of \$30,000 and an annual aggregate basis of \$1,000,000. In 2020 and 2019, total claims for health benefits were \$272,856 and \$733,591, respectively. As of June 30, 2020 and 2019, the Organization accrued a liability for claims that have been incurred, but not yet reported of \$16,481 and \$68,336, respectively. Effective July 1, 2020, the Organization has terminated the self insurance plan and has entered into a traditional insurance plan.

## **ONE SKY COMMUNITY SERVICES, INC.**

### **Notes to Financial Statements**

**June 30, 2020 and 2019**

#### **6. Concentration of Revenues and Risk**

For the years ended June 30, 2020 and 2019, approximately 93% of the public support and revenue of the Organization was derived from Medicaid. Accounts receivable from Medicaid totaled \$2,053,824 and \$2,324,286 at June 30, 2020 and 2019, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

The financial statements reflect estimated amounts for services rendered in the current period that have not been billed to Medicaid. These amounts are considered accrued accounts receivable until Medicaid is billed. Medicaid revenue increased approximately \$213,000 in 2020, due to adjustments to revenue as result of actual billings to Medicaid being greater than the estimated amount.

Every five years the Organization is reviewed and approved by the New Hampshire Bureau of Developmental Services (BDS), as a designated provider for developmentally disabled individuals in Rockingham County in New Hampshire. In 2019 the Organization underwent its redesignation review by the BDS. As a result of the review, BDS issued a report that identified several programmatic and financial findings that prevented BDS from providing redesignation to the Organization. Effective July 1, 2019, BDS granted a conditional redesignation for 180 days. BDS indicated it is its intent, through a corrective action plan, to work with the Organization to demonstrate an acceptable level of confidence to grant permanent redesignation for the next five years. BDS indicated it expects to monitor the Organization until satisfactory outcomes are achieved. Permanent redesignation and licensing was dependent on management addressing the findings and BDS accepting the corrective action plan. The Organization worked diligently with BDS to address the findings identified. As a result, effective November 27, 2019, BDS granted the Organization redesignation, with reservation allowing BDS to undesignate the Organization at any time, through September 2023. There has been no further correspondence on this matter subsequent being granted redesignation, with reservation.

#### **7. 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.

**ONE SKY COMMUNITY SERVICES, INC.**

**Notes to 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; 3) delays due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revises provisions of the Internal Revenue Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

In October 2020, the Organization was distributed approximately \$495,000 of U.S. Department of Health and Human Services (DHHS) CARES Act Provider Relief Funds. The Provider Relief Funds are to be used to cover costs incurred or revenues lost as a result of COVID-19. If the Organization is not able to use the funds to cover qualified costs incurred or can demonstrate lost revenue, the funds will be owed back to DHHS. At June 30, 2020, the Organization had not earned any portion of the Provider Relief Funds.



One Sky Community Services, Inc.

755 Banfield Road | Suite 3 | Portsmouth | New Hampshire | 03801

Phone: (603) 436-6111 | Voice/TDD: (800) 660-4103

Fax: (603) 436-4622 | Visit us online: [www.oneskyservices.org](http://www.oneskyservices.org)

### **Board of Directors Listing**

|                |                           |
|----------------|---------------------------|
| President      | Meggan Hodgson            |
| Vice President | Nancy Clayburgh*          |
| Treasurer      | Kyle Trinward             |
| Secretary      |                           |
| Board Member   | Walter Kuchtley*          |
| Board Member   | Vanessa Pearl             |
| Board Member   | Alexandria Knox           |
| Board Member   | Eric Brown*               |
| Board Member   | Michelle Schladenhauffen* |
| Board Member   | Paul Mansfield            |

\* Symbol indicates that the person is a family or individual representative.

## **Brandie Tweedie**

### **OBJECTIVE**

Accounting position

### **SUMMARY OF QUALIFICATIONS**

- Strong accounting knowledge
- Detail oriented and efficient
- Skilled at interacting with all levels of management
- Proficient with the following software programs: Microsoft Office, Jenark Accounting, Microsoft Dynamics, Peachtree, Sharepoint

### **EXPERIENCE**

#### *Controller/Interim CFO*

##### *One Sky Community Services December 2020 to Current*

Responsible for overall performance of the financial reporting system. Oversees preparation of monthly financial statements and management reports. Responsible for the yearly budget and audit. Build and keep State and local vendor relations. Managing accounting procedures. Assist the Chief Executive Office to develop financial plans. Oversee the finance department.

#### *Senior Accountant/Controller*

##### *One Sky Community Services March 2019 to Current*

Responsible for overall performance of the financial reporting system. Manages general ledger and ensures that financial statements are in balance and reconciled monthly. Posts entries to and reconciles general ledger accounts. Oversees preparation of monthly financial statements and management reports. Reviews and approves all bank reconciliations. Assist with yearly budget. Provides budget and financial support to One Sky PDMS and IHS coordinators and families.

#### *Staff Accountant / Accounts Payable Specialist August 2015 to March 2019*

##### *One Sky Community Services*

Responsible for assisting Senior Accountant with preparation of monthly financials. Assisted with year-end audit. Responsible for reconciliation of balance sheet accounts, Client Fund bank statement reconciliations, Petty Cash, Major Vendor's reconciliations and PDMS and In Home Support reconciliations, inputting and updating budgets in accounting software. Also responsible for Accounts payable for the Agency and Rep Payee and non-Medicaid accounts receivable.

#### *Staff Accountant, February 2013 to July 2015*

##### *Great American Hotel Group, Dover NH*

Responsible for the preparation of monthly financials for multiple Hotels. Reconciled bank statements, Accounts Payable check runs, payroll transfers, and maintaining up-to-date cash flows. Compiled and paid Occupancy tax and Sales and Use tax each month. Compiled information for the year-end balance sheet analysis. Assisted in all other areas as needed.

#### *Senior Accountant, July 2006 to October 2012*

##### *Great North Property Management, Exeter, NH*

Responsible for the preparation of monthly financials for multiple Condominium Associations. Assisted the Controller with year-end audit adjustments. Responsible for the daily deposits, accounts payable invoices, bank statements, and assisted clients. Input yearly budgets in accounting system, entered yearly fee increases, ordered coupons for owners, and had a role in implementing new software. Assisted in all other areas as

needed.

**EDUCATION**

*B.S., Accounting*

Southern New Hampshire University, Manchester NH

*Associated Degree- Accounting & Taxation*

McIntosh College, Dover NH

**Krista Sorel**

**EDUCATION**

**Westfield State College**, Westfield, MA, August 2009

*Bachelor of Arts in Psychology*

GPA: 3.34

**WORK EXPERIENCE**

**Case Management, Internship**, Valley Human Services/Under Five Thrive, Ware, MA, January 2009- May 2009.

While interning at Valley Human Services I carried out such duties as; conducting weekly home visits with five participating families, developing/completing service plans, facilitated the weekly parent support group/parenting class, conducted an array of assessments (Family Functioning, Subjective Units of Distress, and Engagement), created charts and graphs depicting participants improvement or decline in family functioning, clerical duties, and assisted in the Child Care Room.

**Case Management/Office Duties, Secretary/Case Manager**, Cape Counseling Services/Rainbow of Hope,

Woodbine, NJ, July 2009-June 2010. While working at Rainbow of Hope I carried out such duties as; Secretary which consisted of; answering and screening all calls, scheduled staff coverage for all shifts, inventorying, kept meeting minutes, created charts/graphs, conducted monthly attendance and billing, collaborated with client's case workers, scheduled home visits and family therapy sessions. Case Manager which consisted of; assisting and supervising consumer's daily living skills, medication supervision, working with the school and treatment team to advocate for the consumer's well being in their school setting, updating authorizations, registering and discharging clients through C5 system, checked medical coverage, scheduled and coordinated all monthly treatment team meetings for clients, transportation to and from school, covered needed Residential Counselor shifts.

**Case Management, Case Manager**, Cape Counseling Services/Rainbow of Hope, Woodbine, NJ, June 2010-May

2011. After receiving my promotion in June 2010; I carried out the *added* additional duties of Case Management by completing a new clients intake, coordinating transitioning clients and aftercare services, conducted a weekly LifeSkills Group, attended weekly morning meetings with the school, created and coordinated a biweekly treatment team meeting with the school, completed Joint Care Reviews, completed Strength and Needs Assessments, reviewed referral packets, set up meet and greets, conducted behavioral tracking for treatment plans and created a student of the week rewards program.

**Counseling, Residential Counselor/Children's Partial Care Counselor**, Cape Counseling Services; Rainbow of Hope/ Children's Partial Care, Woodbine, NJ and Cape May Court House, NJ, May 2011-June 2011. While working as a part time counselor at both locations I provided; transportation, mindfulness activities, 1 to 1 counseling and other various daily living skills.

**Supervisor, Associate Director of Residential Programs**, LifeShare Management Group Inc, Dover, NH, August

2011 – September 2012. While working at LifeShare as the Associate Director of Residential Programs, I carried out such tasks as; supervising staff, conducted monthly home visits, general case management (scheduling / attending appointments), monthly attendance report and completed monthly progress notes. Microsoft Word and Excel were used on a daily basis.

**Supervisor, Regional Director of Portsmouth Office**, LifeShare Management Group Inc, Portsmouth, NH,

September 2012 – June 2013. While working at LifeShare as the Regional Director, I carried out such tasks as; supervising a wide variety of staff, general case management, creating/maintaining budgets, hiring, recruitment for day programs/residential programs, providing necessary trainings to all new hires, maintaining and filing for residential certifications through the state, coordinated weekly events, maintained staffing schedule and created and maintained relationships with local vendors to strengthen community ties.

**Case Management, Service Coordinator,** One Sky Community Services, Portsmouth, NH, July 2013 – July 2016. While working at One Sky as a Service Coordinator, I carried out such tasks as; general case management, creating/maintaining budgets, hiring, recruitment for programs, maintained Medicaid/Medicare insurance for each individual on my caseload, maintained and filed program certifications through the state, created Individual Service Plans for each individual on my caseload and created and maintained relationships with local vendors to strengthen community ties.

**Supervisor, Systems Manager,** One Sky Community Services, Portsmouth, NH, July 2016 – April 2020. While working at One Sky as a Systems Manager, I carried out such tasks as; supervised five employees (2 Admins, 2 Records Clerks and 1 Intake Coordinator), oversaw agency and state systems, developed agency case management database, organized/facilitated weekly trainings, developed manuals and processes/procedures.

**Supervisor, Director of Service Coordination,** One Sky Community Services, Portsmouth, NH, April 2020- Current. While working at One Sky as the Director of Service Coordination, I carried out such tasks as; supervising a department of twenty seven employees (1 Associate Director, 2 Team Managers, 3 Senior Service Coordinators, 1 Intake Coordinator, 1 Systems Manager, 19 Service Coordinators), oversee State and Agency relationships including regulatory requirements, manage the department funds on a fiscal basis, facilitate weekly Service Coordination meetings and general case management.

**References available upon request.**

Lenore A. Sciuto

## PROFILE

### ***Demonstrated Human/Social Services Program Management Experience Encompassing:***

- Enthusiasm, dedication and strong desire to have a positive impact in the field of social services
- Keen understanding of the government funding processes vital to the success of social programs
- Acting as an effective liaison between clients, referral sources and other community partners with the goal of providing the strong advocacy, crisis intervention and long-term support needed to assist individuals with developmental disabilities to live as valued members of their communities
- Excellent organizational skills with the capacity to handle numerous projects simultaneously
- Direct staff supervision, budgeting, and sub-contractor negotiations with a proven track record of minimizing costs while ensuring the consistent, high-quality delivery of services to a large multi-cultural constituency

## SUMMARY OF QUALIFICATIONS

### **Experienced Administrator with Experience In:**

- Staff Supervision & Training
- Strategic Planning
- Contract Negotiation and Minimizing Costs
- Facilitation of Person-Centered Planning for Consumer Directed Services
- Workforce Development
- Experience with maintaining a balance with government entitlements and public funding streams
- Knowledgeable of compliance with State & Federal Regulation
- Multi-Disciplinary Team Approaches
- Experienced ABA Clinician:
- Crisis Intervention / Conflict Resolution
- Clinical Staff Supervision
- Cultural Competency
- ABA Teaching Strategies
- Staff & Family Training
- Family Support
- Expertise in HIPPA Laws
- Maintaining. Multi-Disciplinary Team Strategies
- Developing Rapport with Referral Agencies
- Public Relations

## PROFESSIONAL EXPERIENCE

### ***Vice President of Community Services***

One Sky Community Services Inc. Portsmouth, NH 2020-present

Oversight of Community Services Department: Service Coordination, Intensive Treatment Services, Family Support, Transition Services, In Home Support Services for children, Early Supports and Services, Participant Directed Services, and adult Day and Residential Services

### ***Director of Integrated Services***

One Sky Community Services, Inc. Portsmouth, NH 2017-2020

- Acts as One Sky's point person with the Bureau of developmental Services to assist the organization to navigate the changes in New Hampshire's HCBC waiver program

Lenore A. Sciuto

- Lead One Sky's system change efforts in response to Medicaid's payment reform by moving the organization toward an integrated system of care by networking through the IDS and with hospitals, MCOs, schools, the mental health service delivery system and all other available partners.

- Oversee Human Rights Committee
- Oversee Intensive Services and local Risk Management Committee

***Director of Family Support Services*** 1995-2017

One Sky Community Services, Inc. Portsmouth, NH

*Key Accomplishments Include:*

- Successfully administered a \$2 million federally funded entitlement program that identified at-risk infants to ensure the provision of necessary treatments and therapies
- Developed and implemented a consumer directed In-Home Support and Respite Program for families caring for a member with a developmental disability in their home
- Eliminated budget deficit by creating Medicaid billable case management and re-negotiating vendor contracts
- Oversaw a multi-million dollar budget to serve over 600 families in Rockingham County, New Hampshire
- Effective liaison with medical, psychological, educational and protective service providers

***Clinician / Family Support Services*** 1982-1995 Fidelity House, Inc., Lawrence, MA

Haverhill/Newburyport Human Services, Inc., West Newbury,

The Psychological Center, Inc., Lawrence, MA

*Key Accomplishments Include:*

- Participated in developing a Family Support pilot program in Massachusetts
- Provided clinical consultation to long-term care settings including: ICF-MRs, community residences, sheltered workshops and secure facilities
- Provided on-going care to individuals with developmental disabilities, traumatic brain injuries and dual MR/MR diagnoses

**EDUCATION**

***Worked Toward Master of Science-Applied Behavioral Analysis***

**Concentration-Clinical Psychology** (Completed All Requirements Except the Dissertation)

**Northeastern University, Boston, MA**

***Course Work - Humanities / Department of Social Services***

**London Polytechnic Institute, London, England**

***Bachelor of Arts-Sociology/Psychology***

**Emmanuel College, Brookline, MA**

## Matthew J Cordaro

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### Professional Experience

#### Executive Director

Becket Family of Services – Business Development and Research  
November 2017 to Current

- Established the Seacoast Treatment & Stabilization Center (STSC) - 16 bed emergency shelter care facility offering temporary respite, stabilization and intensive treatment for children ages 11 years to 18 years old.
- Established of Becket Behavioral Health (BBI) – Community Based Mental Health program providing Psychiatry, general and specialty mental health assessments, counseling and direct support services.
- Established of the Becket Intensive Tutoring Service Center (BITSC) – Center based therapeutic tutoring services for academically at-risk youth grades 6 to 12. Students attend AM and/or PM sessions working on school-based assignments with layered individual and group based therapeutic services.
- Developed Enhanced Residential Treatment (ERT) for female youth 13 to 21 years of age with histories of significant trauma, severe physical aggression, arson, suicidal ideations, self-harm and sexual aggression.
- Currently developing the Comprehensive Assessment Recovery Experience (CARE) Program. Designed to provide comprehensive assessment and treatment of female youth 13 to 21 years of age with histories of complex trauma, mental health and significant behavioral concerns.
- Established ISO Foster Care Division in New Hampshire and Specialized Therapeutic Foster Care services in Florida.
- Work with local and state stakeholders and administrators, across multiagency and department partners to ensure quality of residential, educational and clinical care.
- Worked in collaboration with industry experts designed, developed and implemented program development and creation plans.

#### Executive Director

Step by Step Supportive Services – Brookline, MA  
July 2014 to November 2017

- Provided executive oversight and management of a long-term supportive service for individuals diagnosed with Intellectual and Developmental Disabilities and severe and persistent mental illness.
- In conjunction with the Board of Directors developed strategic goals and operational strategies to execute the mission of the organization.
- Lead an agency wide reorganization by creating and implementing policies, processes, and cultural changes that improved service delivery, ensured accountability, and emphasized compliance with state and federal law.
- Initiated compensation review that aligned with the Board's philosophy with organizations operational goals.
- Moved the away from tenure-based entitlements to performance and learning focused incentives.
- Created opportunities for mentorship and professional development, and increased staff morale and productivity.
- Reduced donation dependency through revenue growth and expenses reduction or elimination.
- Improved agency security and workflow by unifying IT services, devices, communication and software systems.

## Healthcare Consultant

Self-Employed – Amherst, NH

May 2012 to July 2014

- Focused in behavioral health, case management, and managed care services for at-risk youth and individuals with Intellectual and Developmental Disabilities.
- Versed in the development and operational analysis of program profitability, efficiency, and support.
- Experienced in the development of complex care models servicing Medicaid and Medicare individuals.
- Provided direct consulting services to senior and executive level individuals within the New England Region.
- Assisted in the development of strategic goals, budgets, and revenue targets.
- Provided P&L oversight and performance metric evaluations.

## Vice President of Behavioral Health Services

Pediatric Health Choice – Tampa, FL

June 2009 to May 2012

- Established Behavioral Health Service division (BHIS).
- Created all departmental policies and operational procedures for each funding source and the respective service.
- Reporting directly to the Board of Directors, Chairman/CEO acted as the primary decision maker and signing authority for all matters associated with BHIS.
- Responsible for division compliance, P&L, and revenue.
- Secured large multi-year high value contracts with private insurers, subsidiaries and state/federal insurers.
- In 2010 established the Developmental Center for Behavioral Services (DCBS).
- The service delivery model utilizes a center-based approach to provide enhanced access to a milieu of services to children 18 months to 18 years of age diagnosed with Intellectual and Developmental Disabilities or social, emotional, or complex behavioral issues.
- Services included Board Certified Child and Adolescent Psychiatry, Psychology & Counseling, and Behavior Analysis.
- Developed a large community-based referral system that included mental health para-professionals, medical professionals (279 Pediatricians, 138 Psychiatrists), private entities, and governmental agencies.
- Developed strategic relationships with members of the Governor's Policy and Budgeting Office and Florida State Senate.
- August of 2011 submitted cost containment proposal to the Governor's Policy and Budget office, Agency for Persons with Disabilities (APD) to systematic ease a \$150M budget deficit.
- February 2012 submitted additional cost saving measures to Senator Joe Negron's office after his introduction of SB1516.

## Chief Executive Officer / Founder

Inspire Choice, Inc. – Tampa, FL

November 2007 to June 2009

- Founded a home & community-based support service for adults diagnosed with Intellectual and Developmental Disabilities.
- Services included Applied Behavioral Analysis, behavioral and crisis prevention training.
- Created all departmental policies and operational procedures for each funding source and the respective service.
- Established contractual relationship with the Florida Agency for Persons with Disabilities.
- Responsible for operational finances, P&L, agency budgets.
- FY2009 Inspire Choice, Inc. was acquired by Pediatric Health Choice.

## **Technology**

Microsoft Office Programs (Word, Excel, Outlook, Power Point, Publisher)

Adobe Master Collection Programs (Acrobat X Pro, LightRoom, Photoshop CS6, Premier Pro)

## **Education**

Masters Business Administration

University of New Hampshire – Durham, NH

Bachelor of Science

University of Massachusetts – Lowell, MA

Associates Degree

Middlesex Community College – Bedford, MA

Certification - Behavioral Analysis

Florida Institute of Technology – Orlando, FL

Certification - Paralegal

University of Massachusetts – Lowell, MA

**CONTRACTOR NAME**

Key Personnel

| Name            | Job Title                            | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|-----------------|--------------------------------------|-----------|---------------------------|--------------------------------|
| Matt Cordaro    | Chief Executive Office               | \$220,000 | 5%                        | 11,000                         |
| Brandie Tweedie | Interim Chief Financial Officer      | \$80,000  | 5%                        | 4,000                          |
| Krista Soral    | Director of Service Coordination     | \$80,000  | 5%                        | 4,000                          |
| Lenore Sciuto   | Vice President of Community Services | \$85,000  | 5%                        | 4,250                          |
|                 |                                      |           |                           |                                |