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

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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January 26, 2023

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 a **Retroactive** contract with the Contractor listed below, in **bold**, in an amount not to exceed \$6,880.80 for transportation services to support older adult and disabled individuals statewide, with the option to renew for up to four (4) additional years, effective retroactive to January 1, 2023, upon Governor and Council approval through June 30, 2024. 51% Federal Funds. 49% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Partnership of Strafford County	177200	Strafford County	\$34,812.90
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	\$386,495.10
Easter Seals New Hampshire, Inc.	177204	Hillsborough, Merrimack, Rockingham and Strafford Counties	\$173,669.70
Gibson Center for Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway, Center Conway, North Conway, Eaton, Jackson and Madison	\$27,833.40
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$482,713.50
Home Healthcare, Hospice and Community Services, Inc.	177274	Keene	\$196,074.60
Newport Senior Center, Inc.	177250	Newport	\$51,732.90
North Conway Community Center	154150	Carroll County	\$6,880.80
Rockingham Nutrition and Meals on Wheels Program, Inc.	155197	Rockingham County	\$379,713.00
Southwestern Community Services, Inc.	177511	Sullivan County	\$71,219.10
St. Joseph Community Services, Inc.	155093	Manchester	\$53,551.80
Tri-County Community Action Program, Inc.	177195	Carroll County, Coos County, and Grafton County	\$418,586.70
Retroactive Subtotal			\$6,880.80
Total:			\$2,283,283.50

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because funding from the Older Americans Act, Title III, Supportive Services Grant was awarded by the United States Department of Health and Human Services on October 28, 2022. This did not allow enough time for the Department to finalize the contracts with all vendors and present them to the Governor and Council before the previous contracts expired on December 31, 2022. This request includes the final contract for transportation services, as negotiations with the Contractor took longer than expected. The Department presented the other 11 transportation services contracts to the Governor and Executive Council, approved on January 18, 2023 (Item #13).

The purpose of this request is to provide on-demand transportation, in which the Contractor can provide tailored transportation options for individuals to be transported to and from their homes to medical and other appointments, and to do grocery shopping and other necessary errands. The Contractor will deliver the services as directed by the Department, in accordance with Older Americans Act Services: Title IIIB-Supportive Services.

Originally enacted in 1965, the Older Americans Act was the first federal-level initiative aimed at comprehensively addressing the need for community social services for older adults. The Older Americans Act supports a range of essential home and community-based service, including transportation services, which help millions of older adults live as independently as possible in their homes and communities.

Approximately 244 individuals will be served during State Fiscal Years 2023 and 2024 in Carroll County.

The Contractor will provide transportation services for individuals ages 60 and older, and with the most economic need. Services are funded through Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016. The Contractor will incorporate Person-Centered Planning into the provision of all services in this Agreement, as specified in New Hampshire Administrative Rule He-E 502.

The Department will monitor the contracted services through Program Service Reports that must be submitted quarterly. The reports will include, but are not limited to:

- The number of individuals served by town, and in the aggregate.
- Number of unduplicated individuals served, by service provided, by funding source.
- Any unmet need or waiting list, including length of time each individual has been on the waiting list.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from August 3, 2022 through September 6, 2022. The Department received 19 responses, from 12 vendors, that were reviewed and scored by a team of qualified individuals. The Scoring Sheets are attached.

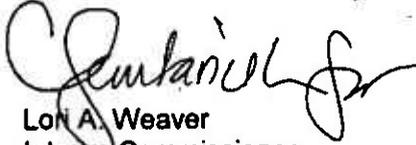
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2. of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, eligible individuals may not have access to transportation to and from their homes to medical and other appointments, or for errands such as shopping.

Source of Federal Funds: Assistance Listing Number # 93,044, FAIN #2201NHOASS and #2301NHOASS.

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

Respectfully submitted,



Lon A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES FISCAL DETAILS SHEET
TRANSPORTATION SERVICES, RFA-2023-BEAS-07-TRANS

05-95-048-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS (51% Fed, 49% Gen)						
Community Action Partnership of Strafford County						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$6,697.50	\$0	\$6,697.50
2024	512-500352	Transportation of Clients	48130315	\$28,115.40	\$0	\$28,115.40
			Subtotal	\$34,812.90	\$0	\$34,812.90
Community Action Program Belknap-Merrimack Counties, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$128,169.00	\$0	\$128,169.00
2024	512-500352	Transportation of Clients	48130315	\$258,326.10	\$0	\$258,326.10
			Subtotal	\$386,495.10	\$0	\$386,495.10
Easter Seals New Hampshire, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$82,738.80	\$0	\$82,738.80
2024	512-500352	Transportation of Clients	48130315	\$90,930.90	\$0	\$90,930.90
			Subtotal	\$173,669.70	\$0	\$173,669.70
Gibson Center for Senior Services, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$8,544.60	\$0	\$8,544.60
2024	512-500352	Transportation of Clients	48130315	\$19,288.80	\$0	\$19,288.80
			Subtotal	\$27,833.40	\$0	\$27,833.40
Grafton County Senior Citizens Council, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$164,349.60	\$0	\$164,349.60
2024	512-500352	Transportation of Clients	48130315	\$318,363.90	\$0	\$318,363.90
			Subtotal	\$482,713.50	\$0	\$482,713.50
Home Healthcare, Hospice and Community Services, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$65,367.60	\$0	\$65,367.60
2024	512-500352	Transportation of Clients	48130315	\$130,707	\$0	\$130,707
			Subtotal	\$196,074.60	\$0	\$196,074.60
Newport Senior Center, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$19,020.90	\$0	\$19,020.90
2024	512-500352	Transportation of Clients	48130315	\$32,712.00	\$0	\$32,712.00
			Subtotal	\$51,732.90	\$0	\$51,732.90
North Conway Community Center						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$0.00	\$3,440.40	\$3,440.40
2024	512-500352	Transportation of Clients	48130315	\$0.00	\$3,440.40	\$3,440.40
			Subtotal	\$0.00	\$6,880.80	\$6,880.80
Rockingham Nutrition and Meals on Wheels Program, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$126,124.50	\$0	\$126,124.50
2024	512-500352	Transportation of Clients	48130315	\$253,588.50	\$0	\$253,588.50
			Subtotal	\$379,713.00	\$0	\$379,713.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES FISCAL DETAILS SHEET
TRANSPORTATION SERVICES, RFA-2023-BEAS-07-TRANS

Southwestern Community Services, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$21,967.80	\$0	\$21,967.80
2024	512-500352	Transportation of Clients	48130315	\$49,251.30	\$0	\$49,251.30
			Subtotal	\$71,219.10	\$0	\$71,219.10
St. Joseph Community Services, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$17,850.60	\$0	\$17,850.60
2024	512-500352	Transportation of Clients	48130315	\$35,701.20	\$0	\$35,701.20
			Subtotal	\$53,551.80	\$0	\$53,551.80
Tri-County Community Action Program, Inc.						
State Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	512-500352	Transportation of Clients	48130315	\$125,236.20	\$0	\$125,236.20
2024	512-500352	Transportation of Clients	48130315	\$293,350.50	\$0	\$293,350.50
			Subtotal	\$418,586.70	\$0	\$418,586.70
			Total	\$2,276,402.70	\$6,880.80	\$2,283,283.50

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2023-BEAS-07-TRANS
 Project Title Transportation Services

	Maximum Points Available	CAP-BM Belknap	CAP-BM Merrimack	North Conway Community Center (RSVP)	Community Action Partnership of Strafford County	Easterseals NH Hillsborough	Easterseals NH Merrimack	Easterseals NH Rockingham	Easterseals NH Strafford	Gibson Center for Senior Services, Inc
Technical										
Capacity Q1	25	24	24	22	15	22	22	22	22	20
Ability Q2	35	30	30	34	20	28	28	28	28	31
Staffing Q3	10	8	8	9	8	8	8	8	8	9
Experience Q4	30	27	27	28	15	29	29	29	29	27
TOTAL POINTS	100	89	89	93	58	87	87	87	87	87
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost Proposal for RFA</i>								

Reviewer Name	Title
1. Maureen Brown	BEAS Nutritionist
2. Laurie Heath	Finance Administrator
3. Thom O'Connor	Community Based Programs Admin.

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2023-BEAS-07-TRANS

Project Title Transportation Services

	Maximum Points Available	Grafton County Senior Citizens Council, Inc	Grafton County Senior Citizens Council, Inc-Sullivan	Rockingham Nutrition & Meals on Wheels	Southwestern Community Services, Inc	St. Joseph Comm. Services dba MOW of Hillsborough Cty	Sullivan County Nutrition Services	Tri-County CAP Coos	Tri-County CAP Grafton	Tri-County CAP Carroll	VNA at HCS
Technical											
Capacity Q1	25	25	25	23	22	10	20	10	10	10	25
Ability Q2	35	35	35	32	28	5	23	15	15	15	30
Staffing Q3	10	10	10	7	7	6	8	7	7	7	5
Experience Q4	30	30	30	26	25	3	20	18	18	18	23
TOTAL POINTS	100	100	100	88	82	24	71	50	50	50	83

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1) Maureen Brown	BEAS Nutritionist
2) Laurie Heath	Finance Administrator
3) Thom O'Connor	Community Based Programs Admin.

Subject: Transportation Services, RFA-2023-BEAS-07-TRANS-12

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 North Conway Community Center		1.4 Contractor Address 78 Norcross Circle P.O. Box 487 North Conway, NH 03860	
1.5 Contractor Phone Number 603-356-2096	1.6 Account Number 05-95-48-481010-7872	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$6,880.80
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Phil Ouellette</i> Date: 1/20/2023		1.12 Name and Title of Contractor Signatory Phil Ouellette CEO	
1.13 State Agency Signature DocuSigned by: <i>Melissa Hardy</i> Date: 1/23/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLSS	
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: <i>Robin Guanno</i> On: 1/24/2023			
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.

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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
Transportation Services**

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 appropriate State approval, this Agreement, and all obligations of the parties hereunder, shall become effective Retroactive to January 1, 2023 ("Effective Date").

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

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.

1.4. Paragraph 17, Insurance, is amended by adding subparagraph 14.1.3 as follows:

14.1.3. Automobile insurance to include bodily injury and property damage in amounts of not less than \$500,000 per occurrence and \$750,000 aggregate or excess, for all owned, hired, or non-owned vehicles used to provide transportation services.

1.5. Paragraph 9, Termination, is amended to read as follows:

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) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT A

- 9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.
- 9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar 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.

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must support eligible adults, age 60 and older, and disability populations throughout New Hampshire by providing transportation services to and/or from an individual's home to a specific destination, which may include, but is not limited to:
 - 1.1.1. Medical/Dental Appointments;
 - 1.1.2. Shopping;
 - 1.1.3. Socialization;
 - 1.1.4. Community Dining/Congregate Meals; and
 - 1.1.5. Volunteer opportunities.
- 1.2. The Contractor must ensure services are available, countywide, in Carroll County.
- 1.3. For the purposes of this agreement, all references to days means calendar days, excluding state and federal holidays.
- 1.4. The Contractor must provide transportation upon request through tailored transportation options for participants to and from their homes to medical and other appointments and to do grocery and other needed shopping. Transportation may be one-way or round trip, and may begin or end at a location other than the individual's home, upon the request of the individual.
- 1.5. The Contractor must comply with all applicable federal and state department of Transportation and Department of Safety rules regulations.
- 1.6. The Contractor must ensure that all vehicles are registered pursuant to NH Administrative Rule Saf-C 500, are inspected in accordance with NH Administrative Rule Saf-C 3200, and are in good working order. The Contractor must provide an inventory of all vehicles to the Department.
- 1.7. The Contractor must ensure that all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, Driver Licensing, and Saf-C 1800 Commercial Drivers Licensing, as applicable.
- 1.8. The Contractor must assist individuals in accessing transportation services by accepting requests directly from individuals or their designated/appointed representatives.
- 1.9. The Contractor must determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.
- 1.10. The Contractor must accept referrals from the Department's Adult Protective Services (APS), and must ensure that individuals who are referred for services by APS are automatically eligible for services and prioritized for services in accordance with New Hampshire Administrative Rule He-E 502.
- 1.11. The Contractor must provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

- 1.12. The Contractor must provide notice of eligibility or non-eligibility to individuals and provide services to eligible individuals for the one-year eligibility period as required by New Hampshire Administrative Rule He-E 502.
- 1.13. The Contractor must develop, with input from each individual and/or his/her authorized representative, a person-centered services plan to drive the provision of services in accordance with New Hampshire Administrative Rule He-E 502.
- 1.14. The Contractor must monitor and adjust the services plan to meet the individual's needs in accordance with New Hampshire Administrative Rule He-E 502.
- 1.15. The Contractor must provide protocols and practices to the Department within 30 days of the effective date of this Agreement to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues, or criminal history.
- 1.16. The Contractor must incorporate Person-Centered Planning, as defined by New Hampshire Administrative Rule He-E 502, into the provision of all services provided under this Agreement as specified in New Hampshire Administrative Rule He-E 502.
- 1.17. The Contractor must ensure individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.18. To comply with the requirements for Title III Services, the Contractor:
 - 1.18.1. May ask participants for a voluntary donation towards the cost of the service, except as stated in Paragraph 1.2.8 Adult Protection Services;
 - 1.18.2. May suggest an amount for donation in accordance with NH Administrative Rule He-E 502.12;
 - 1.18.3. Acknowledges that the donation is to be purely voluntary, and does not refuse services if a participant is unable or unwilling to donate;
 - 1.18.4. Agrees not to bill or invoice clients and/or their families;
 - 1.18.5. Agrees that all donations support the program for which donations were given; and
 - 1.18.6. Agrees to report the total amount of donations collected from individuals to the Department on a quarterly basis.
- 1.19. The Contractor must report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.
- 1.20. The Contractor must inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

- 1.21. The Contractor agrees that the payment received from the Department for the specified services for all individuals referred by APS is payment in full for those services, and the provider agrees to not to attempt to secure a fee or monetary contribution of any type from the individual receiving services referred by APS.
- 1.22. The Contractor must continue to provide services to APS, for up to one (1) calendar year after APS closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with APS.
- 1.23. If the Contractor identifies potential other community programs or services that might be beneficial to the client, and the client and/or his/her authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.
- 1.24. The Contractor must maintain a wait list in accordance with New Hampshire Administrative Rule He-E 502 when funding or resources are not available to provide the contracted services.
- 1.25. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 1.25.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 1.25.2. A violent or sexually related crime against a child or adult, or a crime that may indicate a person might be reasonably expected to pose a threat to a child or adult; and
 - 1.25.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 1.26. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request.
- 1.27. The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rule He-E 502.
- 1.28. The Contractor must ensure any filed complaints or concerns made by the client are available to the Department upon request.
- 1.29. The Contractor may terminate services to participants in accordance with the law and rules listed in NH Administrative Rule He- E 502.09.
- 1.30. The Contractor must obtain client feedback as required by New Hampshire Administrative Rule He-E 502.11, using a method approved by the Department

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

within 30 days of the Agreement effective date.

- 1.31. The Contractor must comply with the following staffing requirements:
- 1.31.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement;
 - 1.31.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;
 - 1.31.3. Maintain up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications; and
 - 1.31.4. Develop and submit a written Staffing Contingency Plan to the Department within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.31.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the Agreement;
 - 1.31.4.2. A description of how additional staff resources will be allocated to support the Agreement in the event of inability to meet any performance standard;
 - 1.31.4.3. A description of time periods necessary for obtaining staff replacements;
 - 1.31.4.4. An explanation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner; and
 - 1.31.4.5. A description of the method for training new staff members performing duties under the resulting contract.
- 1.32. Driver and Vehicle Requirements
- 1.32.1. The Contractor must comply with all applicable local, state, and federal transportation safety standards relating to passenger safety and comfort, including but not limited to:
 - 1.32.1.1. Requirements relating to the maintenance of vehicles and equipment;
 - 1.32.1.2. Passenger and wheelchair accessibility; and
 - 1.32.1.3. Availability and functioning of seat belts.
 - 1.32.2. The Contractor must ensure that vehicles used in the provision of services are properly maintained for safety and comfort. Such maintenance includes, but is not limited to, ensuring:
 - 1.32.2.1. Interior of vehicles are clean and well maintained

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

- 1.32.2.2. Appropriate and adequate seating for secure and safe transport is available for each passenger;
- 1.32.2.3. Smoking is prohibited in all vehicles; and
- 1.32.2.4. Vehicles are maintained in good operating condition, including, but not limited to, maintaining the following items in functioning condition:
 - 1.32.2.4.1. Brakes and Tires;
 - 1.32.2.4.2. Side and rearview mirrors and Horn;
 - 1.32.2.4.3. Speedometer and odometer;
 - 1.32.2.4.4. Turn signals, headlights, taillights, and windshield wipers; and
 - 1.32.2.4.5. Heating and air conditioning systems.
- 1.32.3. The Contractor must comply with Americans with Disabilities Act (ADA) regulations. Any vehicles used for transporting individuals with disabilities must meet the requirements set forth in 49 CFR Part 38.
- 1.32.4. The Contractor must implement a driver policy code to be approved by the Department. The Driver Code of Conduct must include, but is not limited to, the following requirements:
 - 1.32.4.1. Drivers must maintain a valid driver's license; and
 - 1.32.4.2. Drivers must comply with all state and federal regulations for vehicle transport on roadways.
- 1.33. Reporting Requirements
 - 1.33.1. The Contractor must submit quarterly reports to the Department by October 15, January 15, April 15, and July 15, as applicable during each State Fiscal Year in the contract period; and
 - 1.33.2. The Contractor must complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:
 - 1.33.2.1. The number of clients served by town and in the aggregate;
 - 1.33.2.2. Total amount of donations collected;
 - 1.33.2.3. Expenses for services provided;
 - 1.33.2.4. Revenue, by funding source;
 - 1.33.2.5. Total amount of donation and/or fees collected from all individuals;
 - 1.33.2.6. Actual units served;
 - 1.33.2.7. Number of unduplicated clients served;

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

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- 1.33.2.8. Number of clients served with other funds than through the resulting contract;
 - 1.33.2.9. Unmet need/waiting list;
 - 1.33.2.10. Lengths of time clients are on a waiting list;
 - 1.33.2.11. The number of days individuals did not receive planned services due to the services not being available due to inadequate staffing or other related Contractor issue;
 - 1.33.2.12. Explanation describing the reasons for individuals' not receiving their planned services;
 - 1.33.2.13. A plan to address how to resolve the issues resulting in individuals not receiving services; and
 - 1.33.2.14. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.33.3. The Contractor must complete the Transportation Data Form provided by the Department; and submit the Form to the Department by January 31 and July 31 in each State Fiscal Year of the Agreement, as appropriate, which shall include, but not be limited to, the following data:
- 1.33.3.1. The number of clients served by town and in the aggregate; and
 - 1.33.3.2. A description of the purpose for each trip.
- 1.33.4. The Contractor must submit an annual Driver and Vehicle Report, in a format to be approved by the Department, no later than January 31st of each year that includes the following information for services provided in the previous calendar year:
- 1.33.4.1. Make, model, and owner of each vehicle;
 - 1.33.4.2. Confirmation that each driver was licensed; and
 - 1.33.4.3. Confirmation that each vehicle was insured, including insurance policy limits of liability.
- 1.33.5. In the event of a State of Emergency declaration from the federal or state government, the Contractor shall collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound, in accordance with the Older Americans Act, during said declaration.
- 1.34. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely; as determined by the Department, on at least an annual basis, or as otherwise requested by the Department, that must include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

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- 1.34.1. Ensure the Department has access to participant files;
 - 1.34.2. Ensure financial data is available, as requested by the Department;
 - 1.34.3. Provide other information that assists in determining contract compliance, as requested by the Department; and
 - 1.34.4. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.35. Performance Measures
- 1.35.1. The Contractor must ensure each client serviced meets all eligibility criteria outlined in New Hampshire Administrative Rule He-E 502.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. 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.

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

- 3.2.1. The Contractor must 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.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

services of the Agreement must 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."

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures;
 - 3.3.3.2. Resource directories;
 - 3.3.3.3. Protocols or guidelines;
 - 3.3.3.4. Posters; and
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 4.1.1. 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.
 - 4.1.2. 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.
 - 4.1.3. 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT B

Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains 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
Transportation Services**

Exhibit B-1

GEOGRAPHIC AREA SERVED

North Conway Community Center

Name of Service	County	Towns/Cities where Services will be offered
Transportation Program	Carroll	All

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 51% Federal funds, Older Americans Act Title III – Supportive Services Grant, as awarded by the U.S. Department of Health and Human Services, Administration for Community Living, on November 8, 2021 and October 28, 2022, Federal Domestic Assistance (CFDA) # 93.044, FAIN #2201NHOASS and #2301NHOASS.
 - 1.2. 49% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with (Table 1 – SFY 2023) below:

Table 1 – SFY 2023 (6 months, 1/1/2023 – 6/30/2023)

Geographic Area	Units Granted	Rate	Funds Granted
Carroll County, NH	244	\$14.10 per one way trip	\$3,440.40

4. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with (Table 2 – SFY 2024) below:

Table 2 – SFY 2024 (12 months, 7/1/2023 – 6/30/2024)

Geographic Area	Units Granted	Rate	Funds Granted
Carroll County, NH	244	\$14.10 per one way trip	\$3,440.40

5. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. Is completed, dated and returned to the Department to initiate payment.

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT C

- 5.5. Is assigned an electronic signature, and is emailed to DHHS.DMUOptions@dhhs.nh.gov or mailed to:
- Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. 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.
9. Audits
- 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
- 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Transportation Services**

EXHIBIT C

- 9.3. 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.
- 9.4. 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.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement 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:

1/20/2023

Date

DocuSigned by:

Phil Ouellette

Name: Phil Ouellette

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-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:

1/20/2023

Date

DocuSigned by:

Phil Ouellette

Name: PHIL Ouellette

Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS
PO

Date 1/20/2023



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/20/2023

Date

DocuSigned by:
Phil Ouellette
Name: PHIL Ouellette
Title: CEO

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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:

1/20/2023

Date

DocuSigned by:

Phil Ouellette

Name: Phil Ouellette

Title: CEO

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:

1/20/2023

Date

DocuSigned by:

Phil Ouellette

Name: Phil Ouellette

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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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



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

3/2014

Contractor Initials

PO

Date 1/20/2023



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. PO

3/2014

Contractor Initials

Date 1/20/2023



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

North Conway Community Center

The State by:

Name of the Contractor

Melissa Hardy

Phil Ouellette

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Phil Ouellette

Name of Authorized Representative
Director, DLTS

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

1/23/2023

1/20/2023

Date

Date

Contractor Initials PO

Date 1/20/2023



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 (UEI #)
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.

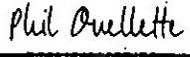
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

1/20/2023

Date

DocuSigned by:

 Name: Phil Ouellette
 Title: CEO

DS

 Contractor Initials
 Date 1/20/2023



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 UEI (SAM.gov) number for your entity is: XVNDA6J9XM76
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTH CONWAY COMMUNITY CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 10, 1948. 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: 66432

Certificate Number: 0005905555



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, SHERYL B KOVALIK, 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 NORTH CONWAY COMMUNITY GR (NCCC)
(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 Dec 21, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Phil Ouellette, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NCCC 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: 12-21-2022

Sheryl B Kovalik
Signature of Elected Officer
Name: SHERYL B KOVALIK
Title: PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2023

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement, CIC PHONE (A/C No, Ext): (603) 356-6926 E-MAIL ADDRESS: HClement@chalmersinsurancegroup.com	FAX (A/C, No): (603) 356-6934
	INSURER(S) AFFORDING COVERAGE	
INSURED North Conway Community Center & Carroll County RSVP PO Box 487 North Conway NH 03860-0487	INSURER A: NSM Insurance Group	
	INSURER B: FirstComp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2312648184 **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C1GP403861	01/27/2023	01/27/2024	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			C2GP402797	01/27/2023	01/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C3GP401661	01/27/2023	01/27/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0220427-01	01/27/2023	01/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

North Conway Community Center



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[Our Programs](#)

[Facility](#)

[About](#)

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Mission Statement

The North Conway Community Center will work in partnership with the community to provide a broad range of recreational opportunities for children and adults.

Our Philosophy

The North Conway Community Center is a non-profit organization committed to its partnership with the community. It seeks to provide a broad range of quality and progressive recreation opportunities for children and adults and to sponsor other community groups with like goals. The Board will continue to develop and expand its facilities and programs in response to the needs of our community.

It is the intent of the Board of Directors that all children will be included in our programs. The Center will continuously review programs to ensure that it meets the needs of all ages and abilities. Skill development, enjoyment, cooperation and good sportsmanship are the primary goals of our recreation programs.



NORTH CONWAY COMMUNITY CENTER

Statements of Financial Position

December 31, 2019 and 2018



Gamwell, Caputo, Kelsch & Co., PLLC

Certified Public Accountants

www.my-cpa.com

481 White Mountain Highway • Conway, NH 03818 • (603) 447-3356 • Fax: 447-6563

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Gamwell, Caputo, Kelsch & Co., PLLC

Certified Public Accountants

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Patricia A. Chatman | Katelyn P. Quint | Jacqueline A. Rivers

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors
North Conway Community Center

Management is responsible for the accompanying statements of financial position of North Conway Community Center (a nonprofit organization) as of December 31, 2019 and 2018, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Gamwell, Caputo, Kelsch & Co., PLLC
Gamwell, Caputo, Kelsch & Co., PLLC

September 25, 2020

-NORTH CONWAY COMMUNITY CENTER

Statements of Financial Position
December 31, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Current assets:		
Cash and certificates of deposit (Note 3)	\$176,135	\$ 175,973
Investments (Note 2)	16,663	14,073
Prepaid expenses	<u>777</u>	<u>777</u>
Total current assets	193,575	190,823
Property and equipment, net of accumulated depreciation (Note 4)	<u>1,720,470</u>	<u>1,742,504</u>
Total assets	<u>\$1,914,045</u>	<u>\$1,933,327</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Short-term portion of mortgage payable	\$ 0	\$ 40,000
Accounts payable	8,800	2,522
Payroll withholdings and pension plan payable	<u>663</u>	<u>604</u>
Total current liabilities	9,463	43,126
Mortgage payable net of short-term portion	0	16,477
Net assets (Notes 1 & 6):		
Net assets with donor restrictions	151,954	121,488
Net assets without donor restrictions	<u>1,752,356</u>	<u>1,752,236</u>
Total net assets	<u>1,904,582</u>	<u>1,873,724</u>
Total liabilities and net assets	<u>\$1,914,045</u>	<u>\$1,933,327</u>

See Independent Accountants' Compilation Report and accompanying notes

NORTH CONWAY COMMUNITY CENTER

NOTES TO STATEMENTS OF FINANCIAL POSITION
December 31, 2019 and 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

North Conway Community Center provides a community center and recreational activities for both children and adults including youth summer camp, youth and adult sports, and instructional classes. The Organization also coordinates volunteer services and transportation for the elderly in Conway, New Hampshire, otherwise known as the Retired Senior Volunteer Program (RSVP).

Basis of Presentation and Accounting

The Organization has presented its financial statements in accordance with generally accepted accounting principles for not-for-profit organizations. Under this guidance, the Organization is required to report information regarding its financial position according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The accompanying financial statement has been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Net assets are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization are classified and reported as follows:

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, where by the donor has stipulated the funds be maintained in perpetuity. At December 31, 2019 and 2018, there were \$151,954 and \$121,488 respectively, in net assets with donor restrictions, which of \$136,272 and \$107,738 respectively represent amounts reserved for use by the Retired Senior Volunteer Program (see Note 6).

Investments

The Organization reports its investments in accordance with generally accepted accounting principles for not-for-profit organizations, which establish accounting standards for investments in certain equity securities and for all debt securities. The guidance prescribes that covered investments be reported in the statement of financial position at fair value.

NORTH CONWAY COMMUNITY CENTER
NOTES TO STATEMENTS OF FINANCIAL POSITION
December 31, 2019 and 2018

Income Tax Status

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity. The Board has determined that the Organization does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subjected to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subjected to additional tax, penalties, and interest as a result of such challenge. Generally, the Organization's tax returns remain open for three years for federal income tax examination.

Cash and Cash Equivalents

The Organization considers all certificates of deposit and all highly liquid investments with an initial maturity of six months or less to be cash equivalents.

Fair value measurements and disclosures

Carrying values of financial instruments, including cash and cash equivalents, prepaid expenses, and accrued expenses, approximated their fair value due to the short term nature of these financial instruments. There were no changes in methods or assumptions during the years ended December 31, 2019 and 2018.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Property and Equipment:

Property and equipment are stated at cost. Donated property and equipment is recorded at fair market value as of the date of the gift. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Building and improvements	30-39
Land improvements	15-30
Equipment and furniture	5-20

NORTH CONWAY COMMUNITY CENTER

NOTES TO STATEMENTS OF FINANCIAL POSITION

December 31, 2019 and 2018

Subsequent Events

Events occurring after the financial statement date are evaluated by the Organization's directors to determine whether such events should be recognized or disclosed in the financial statements. The Organization's directors have evaluated subsequent events through September 25, 2020, which is the date the financial statements were available to be issued.

The COVID-19 pandemic has developed rapidly in 2020, with a significant number of cases. Measures taken by various governments to contain the virus have affected economic activity and the Organization's programs in various ways, including a general shutdown of the community center as well as curtailing the Organization's face to face programs. The Organization was able to provide a limited summer camp program and began providing outdoor youth sports programs during the fall of 2020 and plans on providing select indoor programs, meetings, and events beginning in October 2020, all with modifications to reduce the risk of exposure to COVID-19. The federal and New Hampshire governments implemented government assistance measures which have helped mitigate some of the impact of the COVID-19 pandemic on the Organization's results and liquidity. To the extent appropriate the Organization has applied and received such government assistance, including approximately \$20,000 in Payroll Protection Program (PPP) loans through the Small Business Administration (which the Organization fully expects to be forgiven by SBA) as well as approximately \$33,000 in COVID related grants from the state of New Hampshire. The Organization has made many changes in its business and operational procedures to continue providing services safely to its consumers and the crisis so far has not significantly affected its long-term financial standing. Depending on the duration of the COVID-19 crisis and continued negative impact on economic activity, the Organization could experience negative results, and liquidity restraints and incur impairments on its assets. The exact impact on its activities in the remainder of 2020 and thereafter cannot be predicted.

NORTH CONWAY COMMUNITY CENTER

NOTES TO STATEMENTS OF FINANCIAL POSITION

December 31, 2019 and 2018

NOTE 2 – INVESTMENTS

A summary of the Organization's mutual fund investments for the years ended December 31, 2019 and 2018 is as follows:

<u>Description</u>	<u>2019</u>		<u>2018</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Oppenheimer Global Fund A	\$ 1,003	\$ 1,572	\$ 982	\$ 1,195
Oppenheimer Capital Income Fund A	1,239	1,206	1,204	1,088
Oppenheimer Global Strategies Fund	2,017	1,189	1,964	1,075
Oppenheimer Rising Dividends Fund	1,301	1,466	1,244	1,128
American Fund Mutual Funds	<u>10,557</u>	<u>11,234</u>	<u>10,148</u>	<u>9,587</u>
	<u>\$16,117</u>	<u>\$16,663</u>	<u>\$15,542</u>	<u>\$14,073</u>

NOTE 3 – CASH AND EQUIVALENTS

Cash and cash equivalents include checking, savings and money market deposit accounts as well as certificate of deposit accounts.

		<u>2019</u>	<u>2018</u>
NCCC	Operating checking accounts	\$ 29,542	\$ 52,574
	Savings accounts for Capital campaign	0	14,505
	Pershing money market	1,002	1,001
	Mudbowl checking account	15,682	9,742
RSVP	Operating checking account	<u>129,909</u>	<u>98,151</u>
		<u>\$176,135</u>	<u>\$175,973</u>

NORTH CONWAY COMMUNITY CENTER

NOTES TO STATEMENTS OF FINANCIAL POSITION

December 31, 2019 and 2018

NOTE 6 – NET ASSETS

Net assets consist of the following temporarily restricted and unrestricted amounts as of December 31, 2019.

	Temporarily Restricted <u>Amount</u>	Unrestricted <u>Amount</u>
Retired Senior Volunteer Program	\$136,272	\$ 0
Mud Bowl Fund	15,682	0
General Fund	<u>0</u>	<u>1,752,356</u>
	<u>\$151,954</u>	<u>\$1,752,356</u>

Net assets consist of the following temporarily restricted and unrestricted amounts as of December 31, 2018.

	Temporarily Restricted <u>Amount</u>	Unrestricted <u>Amount</u>
Duprey Fund	\$ 1,127	\$ 0
Retired Senior Volunteer Program	107,738	0
Mud Bowl Fund	9,264	0
Funds established by Board of Directors:		
Sprague Program Fund	3,359	0
Operating savings	0	14,505
General Fund	<u>0</u>	<u>1,737,731</u>
	<u>\$121,488</u>	<u>\$1,752,236</u>

North Conway Community Center Board of Directors 2020 - 2023

Craig Bartolomei

[REDACTED]

Lynn Lyman (Treasurer)

[REDACTED]

Monica Belkin (Secretary)

[REDACTED]

Andrew Narducci

[REDACTED]

Ben Colbath (Vice President)

[REDACTED]

**Ex-Officio Member
Carrie Burkett**

[REDACTED]

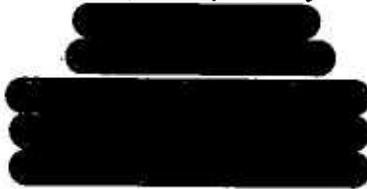
Sheryl Kovalk (President)

[REDACTED]

Bernadine Jesseman

[REDACTED]

Mary Carey Seavey



JOB TITLE: RSVP Project Director

REPORTS TO: Executive Director - North Conway Community Center

STATUS: Full Time

POSITION DESCRIPTION:

Under the general direction of the Executive Director of North Conway Community Center and the Corporation for National and Community Service (CNCS) program policy guidelines, the RSVP Director has fulltime responsibility for the development and operation of the Retired and Senior Volunteer Programs; in coordination with the North Conway Community Director and Senior Corps Program Advisory Council.

PROJECT DIRECTOR'S ROLE:

The RSVP Project Director is responsible for the daily management of the RSVP. The RSVP Project Director functions as a working project manager, actively involved with community organizations, RSVP volunteers, and volunteer stations. The RSVP Project Director serves as the representative of the sponsor in signing and approving official project documentation, including project reports, memoranda of understanding, letters of agreement for in-home assignments. The RSVP Project Director will abide by North Conway Community Center's established procedures for internal review and its standard policies and procedures. The RSVP Project Director serves full time, as negotiated with the CNCS. The RSVP Project Director may participate in activities to coordinate RSVP program resources with those of related local agencies, boards, or organizations.

RESPONSIBILITIES:

Under direction of the North Conway Community Center Executive Director, the RSVP Project Director's duties include, but are not limited to: a) Plan and develop all phases of RSVP operations; b) hire, train, and supervise adequate RSVP staff to efficiently carry out, maintain and develop operations of the RSVP Program; c) Adhere to and administer personnel policies and procedures for RSVP staff consistent with those of North Conway Community Center; d) Provide support, information and materials for RSVP coordinators and appraise staff performance according to North Conway Community Center personnel policies and procedures; e) Recruit, select, orient and place RSVP volunteers with volunteer stations; f) Develop and maintain appropriate fiscal, personnel, program and volunteer records and reports; g) Enhance the total efforts of RSVP through active involvement with community organizations, other national service programs, where appropriate; and customize all RSVP office forms as appropriate. All project forms should comply with Senior Corps requirements as well as grantee policies. h) Implement agreed upon performance measure and other RSVP grant requirements; i) Keep Senior Corps Advisory Council members informed and solicit their participation and advice on matters affecting program operations; j) Work in cooperation with the North Conway Community Center staff, Advisory Council members and volunteer station staff to obtain resources for programs; k) Plan, develop, and implement ongoing public relations opportunities, including social media, in cooperation with the North Conway Community Center; l) Arrange for formal and regular recognition of volunteers, organizations

and individuals who have contributed to the support of RSVP; m) Assure volunteer orientation, in conjunction with volunteer work stations and staff; n) In conjunction with RSVP staff, develop and maintain close coordination and relationships with RSVP volunteer stations, including development of volunteer assignment plans; o) Provide ongoing support to volunteers; p) In conjunction with RSVP staff, appraise volunteer performance; q) Assess appropriateness and/or performance of volunteer stations; r) Attend training conferences conducted or authorized by the CNCS.

JOB QUALIFICATIONS:

- Bachelor's Degree, training and/or experience in work with those over 55 years of age and volunteers.
- Flexibility, management skills, and computer literacy.
- Experienced managing federal grants.
- Excellent written and oral communication skills necessary for preparing grants, written reports and giving oral presentations and trainings.
- Ability to attend after hours and weekend meetings/events is required.

Joshua E. Delano

Work Experience

Unit Inspector

White Mountain Management Company - North Conway, NH
November 2017 to Present

- Performed unit inspections at two condominium associations on a weekly basis
- Checked units for water and heat issues on a weekly basis
- Shut off water, lights and reset alarm systems as needed
- Accurately logged inspection information on a weekly basis
- Relayed essential information to management in a timely manner
- Created a weekly log sheet to better assist the inspection process

Residential Advisor

North Country Independent Living - North Conway, NH
November 2018 to May 2020

- Provided residential support for individuals with traumatic brain injuries and other special needs
- Acted as a positive role model to assist with daily living, personal decision making and social interaction
- Administered medication in a safe, structured and timely manner on a daily basis
- Prepared, cooked and distributed meals based on established menus and other protocols
- Completed daily notes/logs, online trainings and other required paperwork as assigned in a timely manner
- Provided safe and reliable transportation on a daily basis
- Cleaned and maintained residence on a daily basis
- Performed other assigned tasks as needed

Lead Roaster

Good Vibes Coffee Roasters - Conway, NH
September 2017 to September 2018

- Maintained/oversaw roaster work station, related responsibilities and other facility needs
- Blended/roasted green coffee beans according to company standards on a daily basis
- Received and responded to all customer orders in a timely manner
- Verified, completed and entered data into system on a daily basis
- Cleaned/maintained roasting machinery and other equipment as needed
- Bagged coffee and prepped retail bags on a daily basis
- Filled, invoiced, boxed and verified out going shipments as needed
- Received, processed and organized green bean coffee shipments twice monthly
- Organized and improved the layout of the various workstations to increase efficiency
- Developed a wholesale ordering form, accompanying email and work flow to handle new system
- Documented procedures and other useful information as needed

Community Integrator

Northern Human Services--Conway - New Hampshire
October 2013 to July 2017

- Provided day services support for an individual with a disability and other special needs
- Acted as a positive role model to assist with daily living, personal decision making and social interaction
- Planned weekly schedule of integrated activities in accordance with goals/objectives
- Assisted with budgeting, grocery shopping, meal planning, apartment maintenance and lifestyle choices
- Managed situations in a professional and self-assured manner while maintaining a flexible and positive approach
- Provided safe and reliable transportation on a daily basis
- Completed daily notes, online trainings and other required paperwork as assigned in a timely manner

Customer Support Associate-Tier I

The Echo Group--Conway - New Hampshire
December 2012 to June 2013

- Received support requests from customers via telephone and/or electronic mail
- Recorded all support correspondence in the company information system according to establish procedures
- Provided prompt, professional and courteous responses to customer requests within minutes of initial contact
- Assigned support cases to senior team members appropriately based on a triage matrix
- Developed adequate knowledge to assist customers with basic diagnosis and problem resolutions
- Successfully resolved more than 250 customer support cases
- Provided real-time support and resolutions via screen sharing sessions as needed
- Shadowed senior team members with diagnosing and correcting complex data problems on customer systems
- Received, reviewed, categorized and communicated enhancement requests to Development and QA departments
- Coordinated efforts with other departments to solve customer issues
- Developed adequate knowledge of MS SQL/Crystal Reports and handled basic reporting problems as needed
- Handled and coordinated all DrFirst related customer issues and attended weekly DrFirst Webinars

Accounts Receivable Coordinator

Northern Human Services--Conway - New Hampshire
May 2012 to December 2012

- Developed and maintained a working knowledge of all system modules
- Created, revised and maintained all clinical/billing system workflow documentation
- Organized and administered EMR Management Team (EMR) meetings
- Maintained EMR task lists, created action items/deadlines, distributed tasks to team members as needed
- Met deadlines and assisted in the successful and timely completion of action items
- Provided coordination and follow up support to other EMR sub-groups
- Evaluated system updates and communicated functionality enhancements to end users
- Organized and facilitated training sessions for end users as needed

Accounts Receivable Associate II

Northern Human Services--Conway-- New Hampshire

June 2010 to May 2012

- Assisted with the setup and testing of new billing/clinical software
- Voluntarily learned system functionality and created workflow documentation for new billing/clinical software
- Accepted several projects to purge old and incorrect data for new software implementation
- Performed G/L invoicing for all client related human services billing and other HS contracts
- Reviewed client statements for billing discrepancies and incorrect balances
- Provided technical support for front end users and the A/R, A/P, and Payroll departments as "Site Champion"

Accounts Receivable Associate I

Northern Human Services--Conway - New Hampshire
January 2008 to June 2010

- Initiated the development of an Accounts Receivable manual to assist in daily operations
- Identified and corrected discrepancies in the billing software setup resulting in increased revenue
- Performed the correction, processing and billing of all client services on a bi-weekly basis
- Constructed and manually edited electronic billing files to ensure compliance and adjudication of claims
- Developed workarounds, billing templates and other efficiency enhancing procedures
- Made follow up calls to insurance carriers, handled and processed payments as needed
- Prepared and handled all incoming/outgoing mail and made bank deposits on a daily basis

Education

BA in Communication & Spanish minor

University of New Hampshire--Durham - New Hampshire
May 2007

Skills

- Other: Crystal Reports, MS SQL Server
-
- Clinical: Clinician's Desktop, Essentia
 - LWSIweb
 - QuickBooks
 - Word
 - Understanding of written and spoken Spanish
 - PowerPoint
 - Excel
 - Publisher
 - Revenue Manager
 - SQL

Susan L. Jenkins



SKILLS

Dedicated, dependable, detail oriented professional with a heart for serving others.

EXPERIENCE

North Country Independent Living, North Conway, NH - Residential Advisor
November 2015 - present

Enforce rules and regulations to promote the smooth and orderly operation of the program including medication administration, daily and monthly paperwork, working independently on overnight shift.

Calumet Lutheran Ministries, Freedom, NH - Faithful Friends Coordinator
July 2004 - July 2019

Coordinate, create, and implement vacation week at Camp Calumet for adults with special needs including supervision and training of staff.

Governor Wentworth Regional School District, Wolfeboro, NH - Paraprofessional
September 2010 - June 2015

Support individual student with multiple exceptionalities including being non-verbal.

JC Penney, North Conway, NH & Auburn, ME - Sales Associate & Service Corridor Supervisor
May 2011 - October 2011, and June 1997 - September 2001

Sales associate in North Conway store including merchandising and assisting customers.

Service Corridor Supervisor in Auburn, ME- manage the catalog and credit department including supervision of staff, providing excellent customer service daily with catalog and credit customers and assisting in the cash room.

Remick Country Doctor Museum and Farm, Tamworth, NH - Asst. Educational Coordinator
September 2006- June 2010

Conduct educational activities for children, provide tours of public, coordinate summer camp programs, and guide the volunteer program.

EDUCATION

University of Maine, Orono, Maine - Bachelor of Arts in English
September 1991 - May 1996

Brewer High School, Brewer, Maine - Diploma with honors
September 1987 - June 1991

North Conway Community Center / RSVP

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mary Carey Seavey	Director	\$51,000	0%	0%
Joshua E. Delano	Transportation/Marketing Director	\$37,440	.09	\$3,369.60
Susan L. Junkins	Office Manager / Transportation Scheduler	\$33,280	.094468	\$3,311.20