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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
603-271-5034 1-800-852-3345 Ext. 5034
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June 5, 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 **Sole Source** contract with Moore Center Services, Inc., (VC#154355-B001), Manchester, NH to provide developmental disability and acquired brain disorder services, with an individual price limitation of \$3,608,468, of which \$1,000,000 is a shared amount among all Contractors, with no guaranteed maximum or minimum funding amount per Contractor effective July 1, 2023, upon Governor and Council approval, through June 30, 2025.

The shared amount provides a contingency funds pool, available to all Contractors, upon Department approval, during the Bureau of Developmental Services system transition. 20.30% Federal Funds. 79.70% General Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, 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 **Sole Source** because the Contractor is the only contractor in the region able to provide the necessary services. NH RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area, as adopted by the Department, to provide services to persons with a developmental disability or acquired brain disorder in that area. Pursuant to RSA 171-A:18, I., the Area Agency is the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating with existing services on behalf of persons with developmental disabilities served in the area.

In accordance with RSA 171-A and RSA 126-C, the Area Agency is responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders and their families. This request will allow the Area Agency to provide developmental, acquired brain disorder, and early supports and services to adults, children, and families statewide. Through this agreement, the Area Agency will work collaboratively with the Department on a variety of initiatives designed to sustain a high-quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

Statewide, approximately 3,099 adults and children will be served annually.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Division of Long Term Supports and Services and approved by the Center for Medicare & Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services 1915c Waivers. The Area Agency will coordinate and provide supports and services for individuals with a developmental disability or acquired brain disorder and their families. Services provided through the Area Agency may include community support and independent living; community participation and employment; family-centered early supports; family support; in-home support; service coordination; and participant directed and managed services.

This agreement includes funding that is shared among the agencies to provide assistance to Area Agency through the system transition. By including these shared funds in the contracts, the Department is able to distribute funds throughout developmental services system based on individual and agency needs, as approved by the Department.

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

Should the Governor and Council not authorize this request, the Area Agency will not be able to fully provide the functions of the Organized Health Care Delivery System operated by the Department and as laid out in RSA 171-A. As a result, individuals with developmental disabilities and acquired brain disorders and their families will not receive required and essential services.

Areas served: Statewide

Source of Federal Funds: Assistance Listing Number #84.181A, FAIN# H181A200127

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

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$478,639.00
2025	102-500731	Contracts for program services	93007013	\$478,639.00
			Subtotal	\$957,278.00

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$0.00
2025	102-500731	Contracts for program services	93007013	\$0.00
			Subtotal	\$0.00

05-95-93-930010-3677 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION (100% General Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007014	\$459,274.00
2025	102-500731	Contracts for program services	93007014	\$459,274.00
			Subtotal	\$918,548.00

05-95-93-930010-3674 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	93007852	\$386,321.00
2025	074-500585	Grants for Pub Asst and Relief	93007852	\$386,321.00
			Subtotal	\$772,642.00

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93005947	\$0.00
2025	102-500731	Contracts for program services	93005947	\$0.00
			Subtotal	\$0.00

Attachment A
Financial Details

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017100	\$0.00
2025	102-500731	Contracts for program services	93017100	\$0.00
			<i>Subtotal</i>	<i>\$0.00</i>

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017018	\$0.00
2025	102-500731	Contracts for program services	93017018	\$0.00
			<i>Subtotal</i>	<i>\$0.00</i>
			<i>Subtotal R7 Contract Funds</i>	<i>\$2,608,468.00</i>

Funding Amounts Shared by all AA Vendors as follows:

Contingency Funds for Transition of BDS System Redesign

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102 - 500731	Payments to Providers		\$750,000.00
2025	102 - 500731	Payments to Providers		\$250,000.00
			<i>Subtotal</i>	<i>\$1,000,000.00</i>
			<i>Total Contract Funds w/ Contingency</i>	<i>\$3,608,468.00</i>

Subject: Area Agency (SS-2024-DLTSS-01-AREAA-08)

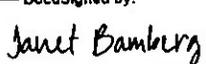
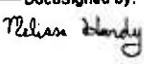
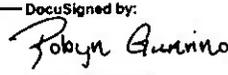
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor St., Unit 400, Manchester, NH 03102	
1.5 Contractor Phone Number 603-206-2700	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7100 05-95-93-930010-3677 05-95-93-930010-3674	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$3,608,468
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:  Date: 6/1/2023		1.12 Name and Title of Contractor Signatory Janet Bamberg President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/1/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/5/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/1/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 6/17/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 upon Governor and Council Approval ("Effective Date").

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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.

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

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must operate and maintain as a designated Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.2. For the purposes of this Agreement, all references to:
 - 1.2.1. Days means calendar days, unless otherwise noted, excluding state and federal holidays.
 - 1.2.2. Business hours means Monday through Friday from 8:00 AM to 4:30 PM.
 - 1.2.3. State fiscal year (SFY) means July 1 through June 30.
 - 1.2.4. Federal fiscal year (FFY) means October 1 through September 30.

2. Scope of Work

- 2.1. The Contractor must provide services to individuals with a developmental disability (DD) and/or an acquired brain disorder (ABD) and their families, in order to promote the individual's personal development, independence, and quality of life, in accordance with state and federal regulations, laws and rules, as applicable, which include, but are not limited to:
 - 2.1.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
 - 2.1.2. NH RSA 171-B, Involuntary Admission for Persons found Not Competent to Stand Trial;
 - 2.1.3. NH RSA 137-K, Brain and Spinal Cord Injuries;
 - 2.1.4. NH RSA 126-G, Family Support Services;
 - 2.1.5. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
 - 2.1.6. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
 - 2.1.7. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community, hereby referenced as He-M 310;
 - 2.1.8. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences, hereby referenced

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT B

- as He-M 1001;
- 2.1.9. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications, hereby referenced as He-M 1201;
 - 2.1.10. 1915(c) Home and Community Based Services Waivers;
 - 2.1.11. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C); and
 - 2.1.12. The NH Department of Health and Human Services (Department) procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 2.2. The Contractor must accept applications from individuals, their guardians, or representatives, in the Contractor's region, seeking services for:
- 2.2.1. Developmental Disabilities (DD);
 - 2.2.2. Acquired Brain Disorder (ABD);
 - 2.2.3. In-home Support (IHS); or
 - 2.2.4. Family Centered Early Supports and Services (FCESS).
- 2.3. The Contractor must complete a comprehensive screening evaluation to determine if an individual is eligible for:
- 2.3.1. Developmental Disability Services in accordance with He-M 500, PART 503; or
 - 2.3.2. Acquired Brain Disorder Services in accordance with He-M 500, PART 522.
- 2.4. The Contractor must assist all individuals determined eligible with accessing and applying for community resources, services, and/or public programs available to them.
- 2.5. If the individual is determined eligible for developmental disability and/or acquired brain disorder services, the Contractor must submit a functional screen, on a template provided by the Department, to the Department for completion of the institutional Level of Care (LOC) for individuals who:
- 2.5.1. Are eligible and receiving Medicaid; and
 - 2.5.2. Are interested in receiving services through either the In-Home Support, Developmental Disabilities or the Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers.

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- 2.6. The Contractor must provide access to services in the individual's service agreement (ISA) for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without prior Department approval.
- 2.7. The Contractor must provide information and assistance that enables individuals and their families to make informed decisions about their long-term services and supports.
- 2.8. The Contractor must network and partner with community organizations, with in an effort to support inclusive community life and leverage natural resources, services and supports.
- 2.9. The Contractor must enter and update the Department's Registry information, into NHEasy, for all individuals seeking access to 1915 (c) Waiver services within the next five (5) state fiscal years (SFY), in accordance with He-M 500, PART 503, Allocation of Funds. The Contractor must include appropriate services based on the functional screen, the ISA and SA and other service needs for eligible individuals, requesting, or likely to need 1915 (c) Waiver services. The Contractor must:
 - 2.9.1. Enter all required information into the Department's Registry to document those needs for services; as outlined by the Department; and
 - 2.9.2. Update individual's service or other data or information in the Department's Registry and NH Easy, as needed.
- 2.10. The Contractor must obtain approval from the Department prior to arranging for an out-of-state placement for any individual seeking services in accordance with the Department's Out of State policy.
- 2.11. The Contractor must provide Designated Area Agency Delivery System (DAADS) functions and services to individuals with a developmental disability and/or an acquired brain disorder as directed by the Department and in accordance with Table 1 - DAADS Functions, below:

TABLE 1 – DAADS FUNCTIONS		
ID	Category	Sub-function
RSA 171-A, He-M 503, He-M 524 and He-M 522 Intake for all Individuals.		
A1	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete introductory meeting(s) to determine if He-M 503 or He-M 522 eligibility review will be pursued.
A2	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete assessments and gather information from existing assessments. This function includes scheduling and facilitating all assessments needed for RSA 171- A and He-M 522 eligibility.

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A3	RSA 171-A and He-M 522 Intake for all Individuals	Complete a clinical file review.
A4	RSA 171-A and He-M 522 Intake for all Individuals	Within 21 days of application, based on an individual's needs, provide preliminary recommendations for services in alignment with RSA 171-A and He-M 522.
A5	RSA 171-A and He-M 522 Intake for all Individuals	Offer consultation and support to current and prospective Medicaid beneficiaries.
A6	RSA 171-A Intake for all Individuals	Make RSA 171-A eligibility determinations of either "Yes," "No," or "Conditional."
A7	RSA 171-A and He-M 522 Intake for all Individuals	Manage cases of contested eligibility as applicable.
Service Eligibility and Access; Support for individuals eligible under He-M 503 and/or He-M 522		
B1	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Inform the individual of service coordination options and direct the individual to choose a service coordinator, including sharing information when an individual changes service coordinators.
B2	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Contribute to ISA development for individuals receiving waiver services who are also receiving RSA 171-A and He-M 522 services.
B3	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	When an individual changes service coordination organizations, the area agency must support the individual's selection of a new service coordination organization and ensure there is no gap in service coordination.
B4	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Complete Medicaid financial eligibility applications including a discussion of HCBS waiver eligibility.
B5	Service Eligibility and Access Support for He-M 503 Individuals	Complete conditional eligibility reviews.
Information, Education, Referrals		
C1	Information, Education, Referrals	For individuals found eligible under RSA 171-A and He-M 522, provide objective information, advice and assistance that empowers people to make informed decisions about their long-term services and supports.
C2	Information, Education, Referrals	Network with community organizations and groups with the goal of improving the community's understanding of the developmental disabilities service system. Community organizations and groups include but are not limited to local physician's offices, childcare resource and referral centers, family resource centers, early support and services programs, educational

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		services, dental offices, CMHC's, pharmacies, diverse population outreach, and law enforcement entities.
Registry Management for all Waiver Eligible Individuals who Request Services		
D1	Registry Management for all Waiver Eligible Individuals who Request Services	For every eligible individual requesting, or likely to need, waiver services within 5 years, determine service needs and enter them into the Registry using the online database.
D2	Registry Management for all Waiver Eligible Individuals who Request Services	Review and update the registry as needed. This must include updates for service changes, date services needed, and projected start date.
D3	Registry Management for all Waiver Eligible Individuals who Request Services	For every individual requesting, or likely to need, waiver services within 12 months, complete the initial functional screen
Initiation of Waiver Services		
E1	Initiation of Waiver Services	After BDS approves Level of Care, submit service authorization for service coordination.
E2	Initiation of Waiver Services	Facilitate initial service coordination selection process by providing resources to select a service coordinator.
E3	Initiation of Waiver Services	For individuals that do not have a service coordinator, facilitate the initial SIS assessment process. This must include providing information for the participant and their family, completing scheduling, and ensuring that results are communicated.
Managing Transfers (Between Regions or Between Waivers)		
F1	Managing Transfers <i>(Between Regions or Between Waivers)</i>	Regional Transfer - Process incoming and outgoing transfers. Area agencies are responsible for ensuring that there is not a gap in service provision as a result of the transfer. If applicable, area agencies must prepare needed documentation, including making updates in existing IT systems.
F2	Managing Transfers <i>(Between Regions or Between Waivers)</i>	Waiver Transfer - Transition services from one waiver to another. This must include initiating the initial functional screen for new waiver.
Utilization and Quality Review		
G1	Utilization and Quality Review	Monitor timeliness and completion of annual service agreement renewals on a monthly basis.
G2*	Utilization and Quality Review	*Complete service audits. The main task of this work is to review and monitor waiver services to ensure compliance with state and federal requirements for a sample deemed adequate by CMS as reflected in the approved waivers. BDS will distribute a list of files to be reviewed per waiver per area agency to ensure conflict free reviews. These reviews will include post payment reviews.

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G3*	Utilization and Quality Review	*Develop (or procure) and facilitate training and education dissemination related to sentinel events and mortality trends as determined by BDS. Area agencies will be responsible for delivering at least one training per state fiscal year quarter.
G4	Utilization and Quality Review	Increase access to employment services as guided by trends identified by BDS. Participate in the employment leadership committee.
G5	Utilization and Quality Review	Coordinate and monitor the vendor network to support the needs of the area agency catchment region. This includes managing and overseeing submission of OOS service provision requests to BDS.
G6	Utilization and Quality Review	Actively monitor current open capacity with support of BDS data. Identify risk and solutions when full capacity approaches.
G7	Utilization and Quality Review	Promote the development of new vendors to reduce any gaps in capacity.
G8*	Utilization and Quality Review	*Report quarterly on service capacity to BDS to support vendor management based on bidirectional data sharing.
G9	Utilization and Quality Review	Communicate relevant system updates to providers, as needed. Provide education and training for service providers, including service coordinators, as needed.
G10*	Utilization and Quality Review	*Complete informal investigations at the request of BDS. These investigations do not include those pursuant to He-M 202. Examples include, but are not limited to a service concern, complaint or a grievance.
Critical Incident Management		
H1	Critical Incident Management	Collect quarterly restraint and seclusion data.
H2	Critical Incident Management	Finalize mortality reviews and submit to BDS. Finalization must include collecting additional information as needed.
H3	Critical Incident Management	Finalize sentinel event reports and submit to BDS. Finalization must include collecting additional information as needed.
H4*	Critical Incident Management	*Monitor follow up related to findings from formal complaint investigations. Ensure that all recommendations in OCLS complaint investigation reports, whether to the Area Agency or Service Providers, are implemented and documented.
H5	Critical Incident Management	Provide technical assistance to service coordinators when a service coordinator reaches out in advance of a potential crisis.
H6	Critical Incident Management	Operate a 24/7 on-call structure that supports critical incident assistance.

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H7	Critical Incident Management	Provide coordination, logistical support, and subject matter expertise in crisis mitigation situations. This includes supporting service coordinators to convene appropriate team members, providing input on next steps, and providing ongoing monitoring as the crisis deescalates.
H8	Critical Incident Management	Provide expedited intake supports to individuals that are in crisis but are not part of the developmental services system.
H9	Critical Incident Management	Facilitate strategy development and coordination meetings in collaboration with BDS when a provider closure is imminent that will have impact on service availability in an area agency's catchment region. This work will include convening with service coordinators and Department staff to assess the impact on service availability and to develop options for transfers and additional capacity development.
Human Rights Committee		
I1	Human Rights Committee	Maintain and facilitate a human rights committee.
I2	Human Rights Committee	Monitor and approve all behavior plans to ensure alignment with the individual service agreement. Evaluate the treatment and habilitation for all individuals presented to Human Rights Committee.
I3	Human Rights Committee	Monitor the use of restrictive or intrusive interventions.
I4	Human Rights Committee	Promote advocacy programs on behalf of individuals. At-minimum, this must include providing two trainings per year on advocacy and individual rights. Each area agency must maintain and distribute a list of current advocacy groups within the catchment area.
Risk Management Committee (State and Local)		
J1	Risk Management Committee (State and Local)	Facilitate initiation of the risk management evaluation process.
J2	Risk Management Committee (State and Local)	Facilitate the identification of a clinical psychologist, licensed therapist, or behavior consultant with Intensive Treatment Services (ITS) expertise.
J3	Risk Management Committee (State and Local)	Receive and review risk management assessments completed by the local risk management committee (or equivalent). Submit relevant referrals for risk management plans to the State committee.
J4	Risk Management Committee (State and Local)	Participate in multi-regional meetings to identify and resolve common concerns with ITS programs.
J5	Risk Management Committee (State and Local)	Liaise with provider agencies to expand service delivery capacity.
J6	Risk Management Committee (State and Local)	Monitor availability and capacity of qualified risk assessors and develop network capacity plans to improve availability.

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J7	Risk Management Committee (State and Local)	Review comprehensive evaluations (comprehensive risk assessment and neuropsychological evaluations) and use evaluative takeaways to develop next steps.
J8	Risk Management Committee (State and Local)	Coordinate and facilitate Local Risk Management Committee at least monthly (or more frequently as needed). Review risk assessments, risk management plans and other instances with individuals in escalated situations to mitigate risk for AA and client/community.
J9	Risk Management Committee (State and Local)	Participate in Community of Practice meetings for Intensive Treatment Services.
J10	Risk Management Committee (State and Local)	Participate in the Statewide Risk Management Committee.
Health Risk Screening Tool (HRST) Support		
K1	HRST Support	Provide administrative support.
K2	HRST Support	Complete a clinical review for individuals with a score greater than or equal to three (3).
K3	HRST Support	Complete oversight of the frail and elderly list.
Guardianship		
L1	Guardianship	Provide representation and other supports for participants in cases of complex contested guardianship.
L2	Guardianship	Complete the request for the establishment of a public guardian if a service coordinator is not assigned.
Medication Administration		
M1	Medication Administration	Attend and participate in state medication committee meeting.
M2	Medication Administration	Review med error occurrence report and compile regional data.
M3	Medication Administration	Deliver training to providers about medication administration trends as determined by the State Medication Committee (and confirmed by BDS).
Surveys		
N1	Surveys	Disseminate and coordinate annual National Core Indicator satisfaction surveys, utilize data to identify trends.
N2	Surveys	Review survey results to identify areas of quality improvement.
N3	Surveys	In partnership with BDS, distribute and review survey results to ensure continuous quality improvement for our comprehensive service delivery system.
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O1	Record Retention	For RSA 171:A applicants, document all information used to determine eligibility for services pursuant to He-M 503.05 and He-M 503.06, and He-M 522 inclusive of documentation of preliminary recommendations for services.
O2	Record Retention	Complete documentation to support the termination of services in accordance with He-M 503 and 522, in instances when the individual elects to revoke all services. This documentation must include a letter to the participant documenting the revocation of services and steps to pursue to reengage with the service system. This responsibility does not apply to single service terminations.

** Due to the transition of the Area Agency System, in order to ensure continued payment as detailed in Exhibit C, Payment Terms, Section 7, Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligibility, the Contractor must be in compliance with the items identified with an asterisk, no later than January 1, 2024, or at a later date, as agreed upon by the Department.*

3. Collaboration with Other Agencies and Systems

3.1. National Core Indicators

- 3.1.1. The Contractor must collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person.
- 3.1.2. The Contractor must assist with the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys as directed by the Department.

3.2. Community Mental Health Centers

- 3.2.1. The Contractor must enter into a Memorandum of Understanding (MOU) with the Community Mental Health Center (CMHC) that serves their local region to coordinate and facilitate processes that include:
 - 3.2.1.1. Enrolling individuals for services who are dually eligible for both organizations;
 - 3.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, and refer, link, and support transition plans for youth leaving children's services and entering into adult services identified during screening;
 - 3.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the Department, as implemented by the regional Area Agency;
 - 3.2.1.4. Participating in collaborative discharge planning meetings to assess individuals who are leaving New Hampshire Hospital

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(NHH) and/or Hampstead Hospital and Residential Treatment Facility (HHRTF) to identify and re-engage individuals with both the CMHC and Area Agency representatives; and

- 3.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM-5.

3.3. Regional Public Health Networks (RPHN)

3.3.1. The Contractor must collaborate with the RPHN that serves the region to facilitate and coordinate processes that enable collaboration for:

3.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:

3.3.1.1.1. Strategies to ensure public health information is communicated to the population served;

3.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency;

3.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population;

3.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications;

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

3.3.1.1.5.1. Communication;

3.3.1.1.5.2. Maintaining health;

3.3.1.1.5.3. Independence;

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- 3.3.1.1.5.4. Support;
- 3.3.1.1.5.5. Safety;
- 3.3.1.1.5.6. Self-determination; and
- 3.3.1.1.5.7. Transportation of individuals at response facilities.

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

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

3.4. Employment Services Leadership Committee

3.4.1. The Contractor must provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518.

3.4.2. The Contractor must ensure the Area Agency Representative communicates activities with service coordinators, employment vendors and providers to ensure that they are knowledgeable of current employment trends.

3.5. No Wrong Door System (NWD)

3.5.1. The Contractor must operate and maintain the Area Agency as a No Wrong Door (NWD) Partner, creating linkages for individuals seeking services and requiring intake, evaluation, and assessment as outlined in HE-M 503 and He-M 522.

3.5.2. The Contractor must participate as a Partner under the NHCarePath Model by operating as an information and referral Partner for individuals who may require or may benefit from Department's community Long-Term Supports and Services (LTSS) programming.

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

3.5.3.1. State Designated Aging and Disability Resource Center;

3.5.3.2. Community Mental Health Centers; and

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3.5.3.3. The Department.

- 3.5.4. The Contractor must participate in up to two (2) State and up to four (4) regional meetings for NHCarePath annually.
- 3.5.5. The Contractor must support the NHCarePath Assessment process to provide referrals and linkage to necessary LTSS. The Contractor must monitor the referral process to ensure a transition to the appropriate agency when necessary.
- 3.5.6. The Contractor must support individuals and follow standardized guidelines established by NHCarePath for providing preliminary screening and referrals for LTSS.
- 3.5.7. The Contractor must utilize and distribute NHCarePath outreach, education, and awareness materials to potential users of NHCarePath.

4. File Reviews and Audits

4.1. Service File Reviews

- 4.1.1. The Contractor must conduct annual Service File Reviews of the 1915(c) Waivers, which include service and post payment reviews, as required by the Department to ensure:
 - 4.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
 - 4.1.1.2. Required contact notes and/or progress notes are complete.
 - 4.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 4.1.1.3.1. Driving records.
 - 4.1.1.3.2. Background checks.
 - 4.1.1.3.3. Office of Inspector General (OIG) database checks.
 - 4.1.1.3.4. Training requirements.
 - 4.1.1.3.5. Service agreements, required assessments, and agency oversight relative to service provision are in place.

4.2. Governance Audit

- 4.2.1. The Contractor must participate in an annual Governance Audit, ^{DS} conducted by the Department, to determine compliance with JB

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correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:

- 4.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.
- 4.2.1.2. Executive Director Qualifications.
- 4.2.1.3. Area and/or Strategic Plan development and ongoing assessment.
- 4.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.
- 4.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.
- 4.2.1.6. Communication strategy.
- 4.2.1.7. Quality assurance activities and training.
- 4.2.1.8. Subcontracting agreements.
- 4.2.1.9. Plan of correction from last redesignation or Governance Audit, if applicable.
- 4.2.1.10. Sentinel event policy and documentation.
- 4.2.1.11. Memorandum of Understanding (MOU) with the local CMHC.
- 4.2.1.12. Limited English Proficiency (LEP) policy.
- 4.2.1.13. Family Support Council (FSC) composition, policies and procedures per He-M 519.05.
- 4.2.1.14. Formal agreement between the Contractor and the FSC per He-M 519.05(c)(4).
- 4.2.1.15. Family Support Coordinator and/or Director job description and resume(s) per He-M 519.06.

4.3. Redesignation Review

- 4.3.1. The Contractor must participate in a Redesignation Review as required and in accordance with He-M 500, Part 505, Redesignation.
- 4.3.2. The Contractor must schedule time for the Department to present information to Contractor's Board of Directors relative to areas that include, but are not limited to:
 - 4.3.2.1. Compliance with reporting requirements per this contract.
 - 4.3.2.2. Governance Audit.

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- 4.3.2.3. Financial Condition with five (5)-year trend analysis.
- 4.3.2.4. Compliance with Family Centered Early Supports and Service Requirements, in accordance with He-M 510.
- 4.3.2.5. Compliance with the provision and billing of CMS approved Medicaid Administrative claims
- 4.3.2.6. Compliance with billing and documentation for services not directly billed to Medicaid.
- 4.3.2.7. Compliance with Medication Administration and Healthcare Coordination requirements.
- 4.3.2.8. Compliance with conducting Service File Audits.
- 4.3.2.9. Summary of stakeholder engagement during the redesignation process.
- 4.3.2.10. Plan of correction from last redesignation, if applicable.

5. Risk Assessment Funding for Service Planning

- 5.1. The Contractor must coordinate risk assessments and risk management plans related to funding for service planning.

6. Family-Centered Early Supports and Services

- 6.1. The Contractor must provide high-quality Family Centered Early Supports and Services (FCESS) in accordance with:
 - 6.1.1. New Hampshire Administrative Rule He-M 500, Part 510, Family Centered Early Supports and Services, herein referred to as He-M 500, Part 510;
 - 6.1.2. The U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III, Infants and Toddlers with Disabilities (Part C); and
 - 6.1.3. FCESS current guidance documents, as provided and updated by the Department.
- 6.2. The Contractor must accept referrals from individuals seeking FCESS in accordance with He-M 500 PART 510.
- 6.3. The Contractor must conduct a multidisciplinary evaluation to determine a child's eligibility for FCESS in accordance with He-M 500 PART 510.
- 6.4. The Contractor must ensure services for each child and their family are individualized, family centered and provided to all eligible children in accordance with their Individualized Family Support Plan (IFSP) as determined

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- by the IFSP Team in accordance with He-M 500, Part He-M 510.07 (c).
- 6.5. The Contractor must ensure each child's IFSP is updated annually.
 - 6.6. The Contractor must ensure that children found eligible for FCESS and their families are provided with access to Family Support, as needed, in accordance with He-M 519.
 - 6.7. The Contractor must ensure FCESS are provided within the following required timeframes:
 - 6.7.1. No more than 45 days between receipt of referral and signed Individualized Family Support Plan (IFSP); and
 - 6.7.2. All services start no later than the projected start date agreed upon by the IFSP team, which includes the family, and documented in the IFSP.
 - 6.8. The Contractor must collaborate with external professionals, as needed, to meet each child's needs as identified in the IFSP.
 - 6.9. The Contractor must provide services in each child's natural environment as defined by OSEP and He-M 510.
 - 6.10. The Contractor must collect all FCESS required information in a Department approved format. The Contractor must:
 - 6.10.1. Ensure all FCESS data is accurate and documented at a minimum of every 30 days; and
 - 6.10.2. Provide additional data to the Department as requested by the Department.
 - 6.11. The Contractor must ensure FCESS program staff comply with current professional development standards as defined by the Department's monitoring process and written guidance. The Contractor must ensure all FCESS program staff:
 - 6.11.1. Complete the following trainings within one (1) year of their date of hire:
 - 6.11.1.1. Orientation program;
 - 6.11.1.2. Culturally Competent services; and
 - 6.11.1.3. Adult Learning Strategies.
 - 6.11.2. Have current individualized professional development plans, which are updated annually.
 - 6.11.3. Have training in procedural safeguards annually.

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- 6.11.4. Maintain licensure or certification as appropriate for their professional discipline.
- 6.12. The Contractor must ensure that Service Coordinators and Service Providers, who provide direct services to children and families, are up to date on best- and evidence-informed practices.
- 6.13. The Contractor must ensure FCESS training funds are equitably distributed across all FCESS programs within their region.
- 6.14. The Contractor must submit necessary information as part of the Department's annual FCESS Program Monitoring to verify utilization of training funds, as requested by the Department.
- 7. Family Support Council and Non-Medicaid Respite**
- 7.1. The Contractor must provide family support and respite services as defined by and in accordance with:
- 7.1.1. He-M 500, Part 519, Family Support Services; and
- 7.1.2. He-M 500, Part 513, Respite Services.
- 7.2. The Contractor must provide a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner.
- 7.3. The Contractor must collect information related to Family Support and non-Medicaid Respite Services, including, but not limited to:
- 7.3.1. Unduplicated number of families served.
- 7.3.2. Unduplicated number of families provided with respite services.
- 7.3.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.
- 7.4. The Contractor must adhere to the Principles of Family Support Practice as identified in the National Family Support Network, Standards of Quality for Family Strengthening & Support, which include:
- 7.4.1. Staff and families work together in relationships based on equality and respect;
- 7.4.2. Staff enhances families' capacity to support the growth and development of all family members - adults, youth, and children;
- 7.4.3. Families are resources to their own members, to other families, to programs, and to communities;

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- 7.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society;
- 7.4.5. Programs are embedded in their communities and contribute to the community-building process;
- 7.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served;
- 7.4.7. Practitioners work with families to mobilize formal and informal resources to support family development;
- 7.4.8. Programs are flexible and continually responsive to emerging family and community issues; and
- 7.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 7.5. The Contractor must employ at least one (1) full-time Family Support Coordinator in accordance with He-M 519.06. The Contractor must ensure:
 - 7.5.1. The Family Support Coordinator performs all duties in their job description including, at a minimum, those identified in He-M 519.06(c)(1-8).
 - 7.5.2. All family support staff perform all requirements including, but not limited to those identified in He-M 519.06(d).
- 7.6. The Contractor must collaborate with and promote networking and community building with other systems of family support including, but not limited:
 - 7.6.1. Bureau of Family Centered Services (BFCS) Health Care Coordination.
 - 7.6.2. Family Resource Centers.
 - 7.6.3. Child Care and Early Learning Environments.
 - 7.6.4. Other community agencies in the region.
- 7.7. The Contractor must provide the Regional Family Support Council with funding, referred to as "Family Support Council funds," from this Contract for the purposes of providing funding for supports and services for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.04(c) and as detailed in Exhibit C, Payment Terms.
- 7.8. The Contractor must ensure the distribution of Family Support Council funds, following approval by the Family Support Council.
- 7.9. The Contractor must ensure that Family Support Council funds are used for the

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purposes outlined in He-M 519 (c).

8. Reporting

- 8.1. The Contractor must enter all service activity, for individuals over the age of three (3) years, into the Department-approved database once per month, at a minimum. The Contractor must ensure data includes:
 - 8.1.1. Complete intake processing;
 - 8.1.2. A functional screen for a Level of Care (LOC) assessment for application for Waiver services;
 - 8.1.3. Dates and types of Waiver services requested;
 - 8.1.4. Indication of when an individual received services, if services are non-billable; and
 - 8.1.5. Accurate and non-duplicative data.
 - 8.1.6. Other information as requested and required by the Department.
- 8.2. The Contractor must notify the Department within 30 calendar days after an individual exits the service delivery system. The Contractor must ensure notification includes, but is not limited to:
 - 8.2.1. Name of the individual.
 - 8.2.2. Last date that the individual received services.
 - 8.2.3. Services made available to the individual.
 - 8.2.4. Services actually provided to the individual.
 - 8.2.5. Reasons the individual has exited the service delivery system.
- 8.3. The Contractor must participate in meetings with the Department, as requested by the Department, with advance notice of at least one (1) business day.
- 8.4. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the Department's satisfaction, required monthly compliance reports.
- 8.5. DAADS Reporting
 - 8.5.1. The Contractor must complete and submit monthly DAADS information to the Department as directed by the Department.
- 8.6. Family Support Services and non-Medicaid Respite Services Reporting
 - 8.6.1. The Contractor must submit monthly Family Support and Respite information to the Department, in a format approved by the Department, that includes, but is not limited to:

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- 8.6.1.1. Unduplicated number of families served.
- 8.6.1.2. Unduplicated number of families provided with non-Medicaid respite services.
- 8.6.1.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.
- 8.6.2. The Contractor must provide the Department with aggregate, non-identifiable data relative to Family Support Services and Respite Services.
- 8.6.3. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- 8.7. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

9. Performance Measures

- 9.1. Contract performance will be measured through the review of monthly reports, required audits, performance reviews, as applicable, and regularly scheduled meetings with the Department to evaluate the quality and efficacy of services provided to individuals with a developmental disability and/or an acquired brain disorder which promote the individual's personal development, independence, and quality of life.
- 9.2. Performance Measures specific to Family Support Services and Respite Services
 - 9.2.1. The Contractor shall identify a baseline number of families able to access respite when needed; in SFY 2024 and increase this percentage in SFY 2025.
 - 9.2.2. The Contractor must ensure 75% of families report satisfaction with family support services, when completing an annual satisfaction survey.

10. Background Checks

- 10.1. The Contractor must complete criminal background checks for all staff engaged in supporting this contract as well as Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks for all staff working directly with individuals, prior to the staff beginning

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work, in accordance with New Hampshire Administrative Rule He-M 500; as directed by any federal or state laws, additional background checks may be required.

- 10.2. The Contractor must provide an attestation to the Department, within 60 days of the contract effective date, that states all contract workforce members engaged in this contract have successfully passed their criminal background check and Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks and that if it is discovered a Contractor workforce member is no longer eligible to engage in contract support based upon the background checks requirement they will immediately remove that individual from providing services under this Agreement and inform the Department.

11. Continuity of Operations Planning (COOP)

- 11.1. Contractor must provide the Department with a digital Continuity of Operations Plan (COOP) draft for the Department's review and approval. The COOP must demonstrate that the Contractor can continue their responsibilities under this Agreement during a wide range of emergencies (how it will proceed during an emergency). The Contractor must work with the Department to mitigate any gaps it identifies within the draft COOP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the COOP as needed or at the request of the Department throughout the term of this Contract.

12. Disaster Recovery Plan

- 12.1. Contractor must provide the Department with a digital Disaster Recovery Plan (DRP) draft for the Department's review and approval. The DRP must describe the measures the Contractor takes in response to an event that requires the DRP to be enacted, and return to safe, normal operations as quickly as possible. The Contractor must work with the Department to mitigate any gaps it identifies within the draft DRP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the DRP as needed or at the request of the Department throughout the term of this Contract.

13. Privacy Impact Assessment

- 13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department

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access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 13.1.1. How PII is gathered and stored;
- 13.1.2. Who will have access to PII;
- 13.1.3. How PII will be used in the system;
- 13.1.4. How individual consent will be achieved and revoked; and
- 13.1.5. Privacy practices.

13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

14. State Owned Devices, Systems and Network Usage

14.1. If the Contractor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfilment of this Agreement, the Contractor must:

- 14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;
- 14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

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- 14.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 14.1.9. Agree when utilizing the Department's email system:
- 14.1.10. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
- 14.1.11. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 14.1.12. Ensure the following confidentiality notice is embedded underneath the signature line:
- 14.1.13. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately, delete this electronic message and any attachments from your system, and do not share any information viewed with anyone. Thank you for your cooperation."
- 14.1.14. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 14.1.15. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 14.1.16. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.

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- 14.1.17. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 14.1.18. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 14.1.19. Notify the State a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately

15. Website and Social Media

- 15.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 15.2. The Contractor agrees that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

16. Contract End-of-Life Transition Services

16.1. General Requirements

- 16.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as

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“Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created utilizing state funds (people or money) to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 16.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 16.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

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16.2. Completion of Transition Services

- 16.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

16.3. Disagreement over Transition Services Results

- 16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

17. Maintenance of Fiscal Integrity

- 17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:
 - 17.1.1. Balance Sheet.
 - 17.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:
 - 17.1.2.1. All revenue sources and expenditures; and
 - 17.1.2.2. A budget column allowing for budget to actual analysis.
 - 17.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:
 - 17.1.3.1. All revenue sources and all related expenditures for the Program; and
 - 17.1.3.2. A budget column allowing for budget to actual analysis.
 - 17.1.3.3. Cash Flow Statement.

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- 17.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 17.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:
- 17.3.1. Days of Cash on Hand:
- 17.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 17.3.2. Current Ratio:
- 17.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 17.3.2.2. Formula: Total current assets divided by total current liabilities.
 - 17.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 17.3.3. Debt Service Coverage Ratio:
- 17.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 17.3.3.2. Definition: The ratio of net income to the year to date debt service.
 - 17.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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- 17.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).
- 17.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 17.3.4. Net Assets to Total Assets:
 - 17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 17.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 17.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 17.3.4.4. Source of Data: The Contractor's monthly financial statements.
 - 17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 17.4. In the event that the Contractor does not meet either:
 - 17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or
 - 17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then
 - 17.4.3. The Contractor must:
 - 17.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or
 - 17.4.3.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.
- 17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:
 - 17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

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17.6. The Contractor must inform the Department by phone and by email within five (5) calendar days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18. Exhibits Incorporated

18.1. 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.

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

18.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Additional Terms

19.1. Impacts Resulting from Court Orders or Legislative Changes

19.1.1. 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.

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

19.2.1. The Contractor must submit, within 45 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.

19.3. Credits and Copyright Ownership

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

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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."

- 19.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 19.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 19.3.3.1. Brochures.
 - 19.3.3.2. Resource directories.
 - 19.3.3.3. Protocols or guidelines.
 - 19.3.3.4. Posters.
 - 19.3.3.5. Reports.
- 19.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

19.4. Operation of Facilities: Compliance with Laws and Regulations

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

20. Records

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- 20.1. The Contractor must keep records that include, but are not limited to:
- 20.1.1. 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.
 - 20.1.2. 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.
- 20.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 20.3. 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 20.30% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services. CFDA #84.181A. FAIN# H181A200127.
 - 1.2. 79.70% 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. Funds must be used in accordance with the provisions of the specified CFDA numbers, above.
4. **Billing for Services Covered Under Medicaid**
 - 4.1. The parties acknowledge that the Contractor must bill certain Medicaid qualified services, described in this Agreement, through the Department-approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
 - 4.2. Medicaid funding is separate and apart from the funding sources provided under this Agreement, as stated in Section 1, above, in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate Department approvals, according to Federal and State laws, rules, or regulations.
 - 4.3. During the transition period towards full compliance with direct bill requirements, in order to ensure access to services, the Contractor with Department approval, may continue to bill for Medicaid qualified services for those organizations that may not be fully enrolled as a provider. The Contractor shall pass the claim amounts received for Medicaid qualified services, less a Department approved fee, to the provider. Supporting documentation of the pass through disbursement may be requested at the discretion of the Department.
5. **Payment Terms Respective to Area Agency Services**
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibits C-1 SFY24 Regional FCESS Training Budget through C-12 SFY25, General Funds Budget.
 - 5.2. Services under this section include:

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5.2.1. Regional FCESS Training:

5.2.1.1. The Contractor agrees that Family Centered Early Supports and Services (FCESS) training funds are equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B, Scope of Services, Section 6, Family Centered Early Supports and Services.

5.2.1.2. The Contractor agrees utilization of funds will be verified as a part of annual FCESS program monitoring.

5.2.2. FCESS State Early Intervention and Federal Part C Funding:

5.2.2.1. The Contractor must ensure private insurance, local and state funds, are billed in accordance with He-M 500, Part 510.14, Utilization of Public and Private Insurance. Part C federal funds follow Medicaid in accordance with CFR §303.510 Payor of Last Resort.

5.2.2.2. The Contractor must ensure Part C federal funds are used only for direct services in accordance with CFR §303.510 and under the following conditions:

5.2.2.2.1. Services are determined necessary for a specific infant or toddler with a disability; and

5.2.2.2.2. Services are not covered by any other Federal, State, local, or private source.

5.2.2.3. The Contractor must identify other local funds to support the FCESS program and services provided to infants and toddlers, including, but not limited to:

5.2.2.3.1. Grant opportunities.

5.2.2.3.2. Fundraising opportunities and activities.

5.2.2.3.3. Donations.

5.2.2.4. In addition to the items outlined above, the Contractor's invoice shall be net any other revenue received towards the services billed in fulfillment of FCESS State Early Intervention and Federal Part C Funding aspect of this agreement.

5.2.3. Family Centered Early Supports and Services; and

5.2.3.1. The Contractor must ensure Family Centered Early Supports and Services (FCESS) Supplemental Services Funding (SSF) is distributed across all programs to

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assure each local program has revenue to supplement increased cost of services identified in Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.

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

5.2.4. Family Support Council and Non-Medicaid Respite

5.2.4.1. The Contractor must ensure approved supports and services are provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 7, Family Support Council and Non-Medicaid Respite.

5.2.4.2. Allowable uses of Family Support Council funds are limited to direct support to families, in accordance with He-M 519.04 and 519.06, which include the following:

5.2.4.2.1. Assistance related to crisis intervention/stabilization;

5.2.4.2.2. Family networking events held by the council;

5.2.4.2.3. Costs associated with families' attendance at Family Support Council meetings such as parent stipends and refreshments;

5.2.4.2.4. Respite care not covered by Medicaid;

5.2.4.2.5. Environmental modifications;

5.2.4.2.6. Inclusive social and recreational opportunities for the individual;

5.2.4.2.7. Families' participation in conferences and workshops as requested;

5.2.4.2.8. Financial assistance provided that is related to supporting a family to care of an individual member in the family home; and

5.2.4.2.9. Family Support Coordinator salary or a portion thereof.

5.3. Payment Methodology for Services that are paid for with State General Funds and not for Services outlined in Section 5.2, of this Exhibit C:

5.3.1. Services meeting this criteria include, but are not limited to:

5.3.1.1. Family Support Case Management Staff salaries and fringe benefits.

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

EXHIBIT C

- 5.3.1.2. Travel costs associated with attending monthly Family Support Coordinators meetings with the Department
- 5.3.1.3. Training and conference attendance of family support staff.
- 5.3.1.4. Costs associated with networking and community building with other systems of family support.
- 5.3.1.5. Background checks for family support staff.
- 5.3.1.6. Costs associated with producing materials such as brochures, resource directories and posters that promote services.
- 5.3.1.7. Client services/expenses not covered by Medicaid, including, but not limited to:
 - 5.3.1.7.1. Evaluations.
 - 5.3.1.7.2. Emergency medications.
 - 5.3.1.7.3. Assessments.
- 5.3.1.8. Other expenses agreed to by the Department via the pre-approval process outlined in Section 5.4.
- 5.4. The Contractor will be eligible to receive payments to address other costs in the fulfillment of this agreement at the Department's discretion. The Contractor must obtain pre-approval for the expenses via a form of submission satisfactory to the Department with applicable justifications.
- 5.5. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period:
 - 5.5.1. Until the Contractor submits programmatic and financial reports identified in Exhibit B to the Department's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports must be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
 - 5.5.2. Until the Contractor submits, to the Department's satisfaction, a plan of action to correct material findings noted in a Department Financial Review, in Exhibit B, Section 17.
 - 5.5.3. If routine Department monitoring, a Quality Assurance Survey, a Program Certification Review, or Department Financial Reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Correction Action Plan(s) or to the Department's satisfaction.

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

EXHIBIT C

- 5.6. The Contractor must submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department. The Contractor must ensure reports include:
- 5.6.1. Program volume and outcome data;
 - 5.6.2. Individual demographic data;
 - 5.6.3. Individual funding data;
 - 5.6.4. Individual clinical data;
 - 5.6.5. Needs data;
 - 5.6.6. Program plan data; and
 - 5.6.7. Individual activity data.
- 5.7. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:
- 5.7.1. One (1) budget that specifies expenses for the period from July 1, 2023 through June 30, 2024, as follows:
 - 5.7.1.1. Exhibit C-1, SFY24 FCESS Training Budget;
 - 5.7.1.2. Exhibit C-2, SFY24 FCESS EI Programming Budget;
 - 5.7.1.3. Exhibit C-3, SFY24 Part C Funding Budget;
 - 5.7.1.4. Exhibit C-4, SFY24 FCESS Supplemental Services Budget;
 - 5.7.1.5. Exhibit C-5, SFY24 Family Support Council and Non-Medicaid Respite Budget; and
 - 5.7.1.6. Exhibit C-6, SFY24 General Funds Budget.
- 5.8. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:
- 5.8.1. One (1) budget that specifies expenses for the period from July 1, 2024 through June 30, 2025, as follows:
 - 5.8.1.1. Exhibit C-7, SFY25 FCESS Training Budget;
 - 5.8.1.2. Exhibit C-8, SFY25 FCESS EI Programming Budget;
 - 5.8.1.3. Exhibit C-9, SFY25 Part C Funding Budget;

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New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT C

- 5.8.1.4. Exhibit C-10, SFY25 FCESS Supplemental Services Budget;
 - 5.8.1.5. Exhibit C-11, SFY25 Family Support Council and Non-Medicaid Respite Budget; and
 - 5.8.1.6. Exhibit C-12, SFY25 General Funds Budget.
- 5.9. The Department shall not make payments to the Contractor without an approved, associated budget, as detailed in Sections 5.7 and 5.8 above.
- 5.10. The Contractor must submit an invoice for the services identified in Section 5.2, with supporting documentation to the Department no later than the 15th working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:
- 5.10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.10.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DHHS.BDSINVOICES@dhhs.nh.gov or mailed to:

BDS Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
- 5.11. The Department shall make payments to the Contractor within 30 days of approval of the submitted invoice and if sufficient funds are available.
- 5.12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

EXHIBIT C

6. Contingency Shared Funds Pool

- 6.1. The statewide total price limitation among all 10 Area Agency Agreements to assist AA's during the BDS transition period is \$750,000 in SFY 24 and \$250,000 in SFY 25. No maximum or minimum funding amount per Contractor is guaranteed and funding will be disbursed on a first-come/first-served basis considering Department approvals.
- 6.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:
 - 6.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or
 - 6.2.2. Agency-operational issues related to the organizational change due to the direct bill transition.
 - 6.2.3. Depending on the request, the Department may require a business plan, at its sole discretion.
- 6.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.8 above.

7. Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligibility:

- 7.1. The Contractor must complete the tasks, described in Exhibit B, and as governed by He-M 505, required to get reimbursed for the DAADS; and Intake & Eligibility through the Department approved system.
- 7.2. The Contractor must be in compliance with items identified with an asterisk in Exhibit B, Section 2, Scope of Work, Subsection 2.11, Table 1 – DAADS Functions, no later than January 1, 2024 or at a later date, as agreed upon by the Department.
- 7.3. Designated Area Agency Delivery System (DAADS):
 - 7.3.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, for individuals who are BDS 1915 (c) Waiver (Waiver) eligible and receiving a monthly Waiver service, as outlined in each of the BDS 1915 (c) Approved Waivers.
 - 7.3.2. The Contractor must provide documentation to the Department, as requested, to support the provision of DAADS functions.
 - 7.3.3. The Contractor will receive one (1) DAADS payment per Waiver individual receiving a waiver service in a calendar month.

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

EXHIBIT C

- 7.3.4. The Contractor will not receive a DAADS payment if a Waiver individual's Medicaid is down in a calendar month.
- 7.3.5. The Contractor will not receive a DAADS payment if an individual does not receive a Waiver service in a calendar month.
- 7.4. Intake & Eligibility:
- 7.4.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, related to intake and eligibility, for individuals accessing Area Agency (AA)'s for services, and have been found RSA 171-A or He-M 522 Eligible or Conditionally Eligible to receive AA Services.
- 7.4.2. The Contractor must submit, to the Department, a list of individuals who have been found RSA 171-A or He-M 522 eligible or conditionally eligible to receive AA services.
- 7.4.3. The Contractor will receive one (1) Eligibility Medicaid payment per individual's lifetime.
- 7.4.4. The Contractor agrees billings shall occur on at least a monthly basis and shall follow a process determined by the Department.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
9. 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.
- 10. Audits**
- 10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 10.1.1. 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.
- 10.1.2. 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.

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

EXHIBIT C

- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. 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.
- 10.2.1. 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.
- 10.3. 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.
- 10.4. 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: The Moore Center

6/1/2023

Date

DocuSigned by:

 Name: Janet Bamberg
 Title: President and 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: The Moore Center

6/1/2023
Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials JB
Date 6/1/2023



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 (11)(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: The Moore Center

6/1/2023
Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO

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6/1/2023
Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS
JB

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: The Moore Center

6/1/2023
Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO

Exhibit G

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

Contractor Initials JB



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: The Moore Center

6/1/2023

Date

DocuSigned by:
Janet Bamberg
Name: Janet Bamberg
Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



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

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

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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 6/1/2023



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Exhibit I

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

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

Department of Health and Human Services
 The State
 by:
 Melissa Hardy
 Signature of Authorized Representative
 Melissa Hardy
 Name of Authorized Representative
 Director, DLTS
 Title of Authorized Representative
 6/1/2023
 Date

The Moore Center
 Name of the Contractor
 Janet Bamberg
 Signature of Authorized Representative
 Janet Bamberg
 Name of Authorized Representative
 President and CEO
 Title of Authorized Representative
 6/1/2023
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: The Moore Center

6/1/2023

Date

DocuSigned by:

Janet Bamberg

Name: Janet Bamberg

Title: president and CEO

Contractor Initials JB
Date 6/1/2023



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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: N4KEMG6DQF37
- 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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.
4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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6. "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 Data.
7. "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.
8. "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.
9. "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.
10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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DHHS Information Security Requirements



3. Omitted.
4. The Contractor agrees that Confidential 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 Confidential 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 Confidential 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 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

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DHHS Information Security Requirements



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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential 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 Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential 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 Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
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 Confidential Data received under this Contract, as follows:
 1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

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DHHS Information Security Requirements



5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.
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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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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/doiit/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 Confidential Data or 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 Confidential Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable Confidential 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, and in all cases, such Confidential 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

- A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.
- B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:
1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.
 4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
 10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.
- C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

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 MOORE CENTER SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 11, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61654

Certificate Number: 0006209507

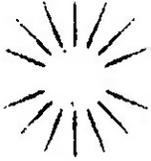


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State



The Moore Center
Creating opportunities for a good life.™

CERTIFICATE OF AUTHORITY

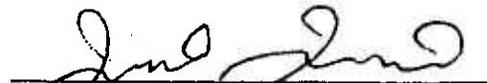
I, Justin Benton, Secretary of the Board of Directors, hereby certify that:

1. I am a duly elected Secretary of Moore Center Services, Inc. (D.B.A. The Moore Center).
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 May 22, 2023, at which a quorum of the Directors were present and voting.

VOTED: That Janet Bamberg, President & CEO, is duly authorized on behalf of The Moore Center to enter into contracts or agreements with the State 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 was **valid thirty (30) days prior to and 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: May 22, 2023


Name: Justin Benton
Title: Secretary of the Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2023

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Dianne Soto PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Selective Insurance Co. of SC NAIC # 19259	
INSURER B : Granite State Health Care and Human Services Self-	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

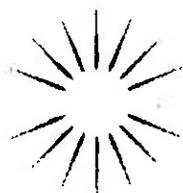
COVERAGES **CERTIFICATE NUMBER:** 22-23 All/23-24 NH WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2444840	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S2444840	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2444840	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20230000559 (3a.) NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Employee Dishonesty/Crime			S2444840	07/01/2022	07/01/2023	Per claim: \$1,000,000 Aggregate: \$3 mill Crime Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Area Agency Contract Renewal
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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The Moore Center
Creating opportunities for a good life.™

MISSION STATEMENT

Mission:

“The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life.”

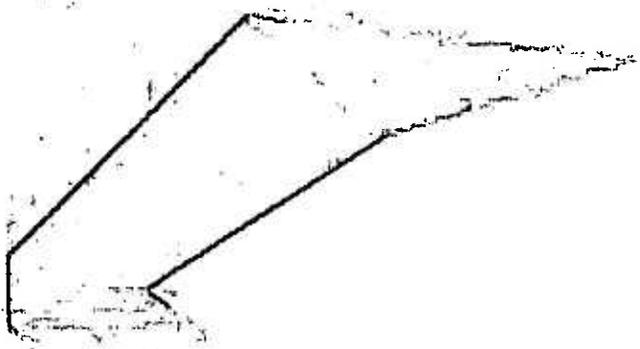
Vision:

“We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. “

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Financial Statements

Years Ended June 30, 2022 and 2021





Independent Auditor's Report

To the Board of Directors
Moore Center Services, Inc. and Moore Realty, Inc.
Manchester, New Hampshire

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Moore Center Services, Inc. and Moore Realty, Inc., a nonprofit organization, which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2022 and 2021, and the changes in their consolidated net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS") and, except as noted below, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Moore Center Services, Inc. and Moore Realty, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion. The financial statements of Moore Realty, Inc. were not audited in accordance with *Government Auditing Standards* as the entity did not receive federal funding.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Moore Center Services, Inc. and Moore Realty, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.



Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Moore Center Services, Inc. and Moore Realty, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Moore Center Services, Inc. and Moore Realty, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

WIPFLI

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2022, on our consideration of Moore Center Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Moore Center Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Moore Center Services, Inc.'s internal control over financial reporting and compliance.

Wipfli LLP

Wipfli LLP

Minneapolis, Minnesota
December 22, 2022

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Financial Position

<i>June 30,</i>	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 5,044,244	\$ 3,037,917
Cash held for restricted purposes	2,764,557	1,809,722
Accounts receivable:		
Medicaid	4,131,397	5,758,746
Other - net of allowance for doubtful accounts of \$333,500 in 2022 and \$292,218 in 2021	191,083	96,553
Contributions receivable	62,980	24,400
Prepaid expenses	178,351	370,240
Client and tenant funds	485,352	630,121
Total current assets	12,857,964	11,727,699
Property and equipment, net	6,032,928	5,091,700
Other assets:		
Deposits	8,500	8,500
Interest in assets held by New Hampshire Charitable Foundation	236,705	256,286
Investments - reserved for deferred compensation plan	1,217,875	1,375,166
Total other assets	1,463,080	1,639,952
Total assets	\$ 20,353,972	\$ 18,459,351

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Financial Position

<i>June 30,</i>	2022	2021
Liabilities and Net Assets		
Current liabilities:		
Current portion of mortgage bonds payable	\$ 125,000	\$ 120,000
Current portion of notes payable	30,351	78,779
Accounts payable	1,648,398	1,292,877
Deferred grant revenue	2,670,950	1,480,941
Other liabilities	445,093	508,298
Accrued salaries and wages	1,192,511	1,017,813
Accrued payroll taxes	106,796	100,447
Accrued earned time	240,213	346,570
Due to clients and tenants	492,868	630,121
Total current liabilities	6,952,180	5,575,846
Long-term liabilities:		
Mortgage bonds payable, less current portion shown above:		
Principal amount	2,865,000	2,990,000
Less: unamortized financing costs	128,639	141,170
Mortgage bonds payable, less unamortized financing costs	2,736,361	2,848,830
Notes payable, less current portion shown above	25,703	55,266
Interest rate swap agreement	359,213	685,740
Deferred compensation plan	1,217,875	1,375,166
Total long-term liabilities	4,339,152	4,965,002
Total liabilities	11,291,332	10,540,848
Net assets:		
Without donor restrictions	8,969,033	7,589,721
With donor restrictions	93,607	328,782
Total net assets	9,062,640	7,918,503
Total liabilities and net assets	\$ 20,353,972	\$ 18,459,351

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statement of Activities

<i>For the Year Ended June 30, 2022</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Revenue from contracts with customers	\$ 70,765,320	\$ -	\$ 70,765,320
Grant and contribution revenue and other support	3,244,220	385,628	3,629,848
Net assets released from restrictions	620,803	(620,803)	-
Investment income (loss), net	(174,291)	-	(174,291)
Total revenues	74,456,052	(235,175)	74,220,877
Expenses:			
Program services:			
Service coordination services	5,360,091	-	5,360,091
Day services	9,255,462	-	9,255,462
Residential services	29,708,524	-	29,708,524
Combined day and residential services	7,748,971	-	7,748,971
Family directed services	11,841,014	-	11,841,014
Independent living services	237,730	-	237,730
Family support services	916,311	-	916,311
Early supports and services	2,212,785	-	2,212,785
Other program services	2,202,472	-	2,202,472
Supporting services:			
General management	3,919,907	-	3,919,907
Total expenses	73,403,267	-	73,403,267
Change in net assets, before gain on interest rate swap agreement	1,052,785	(235,175)	817,610
Gain on interest rate swap agreement	326,527	-	326,527
Change in net assets	1,379,312	(235,175)	1,144,137
Net assets - beginning of year	7,589,721	328,782	7,918,503
Net assets - end of year	\$ 8,969,033	\$ 93,607	\$ 9,062,640

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statement of Activities

<i>For the Year Ended June 30, 2021</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Revenue from contracts with customers	\$ 64,657,222	\$ -	\$ 64,657,222
Grant and contribution revenue and other support	4,539,241	226,450	4,765,691
Net assets released from restrictions	4,562	(4,562)	-
Investment income, net	326,624	-	326,624
Total revenues	69,527,649	221,888	69,749,537
Expenses:			
Program services:			
Service coordination services	4,590,788	-	4,590,788
Day services	9,279,880	-	9,279,880
Residential services	26,364,535	-	26,364,535
Combined day and residential services	8,198,439	-	8,198,439
Family directed services	10,141,711	-	10,141,711
Independent living services	246,249	-	246,249
Family support services	1,000,154	-	1,000,154
Early supports and services	2,189,196	-	2,189,196
Other program services	2,448,374	-	2,448,374
Supporting services:			
General management	3,955,828	-	3,955,828
Total expenses	68,415,154	-	68,415,154
Change in net assets, before gain on interest rate swap agreement	1,112,495	221,888	1,334,383
Gain on interest rate swap agreement	230,328	-	230,328
Change in net assets	1,342,823	221,888	1,564,711
Net assets - beginning of year	6,246,898	106,894	6,353,792
Net assets - end of year	\$ 7,589,721	\$ 328,782	\$ 7,918,503

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.
Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2022	Total Agency	Program Services										
		General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	\$ 12,909,184	\$ 1,711,113	\$ 83,296	\$ 11,114,775	\$ 3,034,655	\$ 1,459,689	\$ 1,858,964	\$ 1,375,094	\$ 1,991,609	\$ 103,600	\$ 341,385	\$ 949,779
Employee benefits	2,800,177	260,076	18,427	2,521,674	700,691	366,348	342,492	363,260	353,966	44,113	82,111	268,693
Payroll taxes	1,036,876	137,578	6,653	892,645	237,413	127,836	147,297	107,366	166,166	8,352	26,672	71,543
Client payments	129,980	-	-	129,980	30,189	99,741	-	-	50	-	-	-
Contracted substitute staff	198,883	176,951	-	21,932	-	-	-	-	-	-	-	-
Client treatment services	13,264,248	-	2,083,352	11,180,896	-	-	1,847,332	5,551,176	3,459,963	-	322,425	-
Client therapies	6,154,614	-	-	6,154,614	641,851	107	549,624	26,372	4,898,496	60	4,843	33,261
Accounting	43,266	43,266	-	-	-	-	-	-	-	-	-	-
Audit fees	73,090	72,632	-	458	458	-	-	-	-	-	-	-
Legal fees	81,511	80,066	-	1,445	-	-	-	-	-	-	1,445	-
Consultants	161,755	101,939	750	59,066	13,927	437	1,142	957	774	16	10,074	31,739
Subcontractors	33,178,401	-	-	33,178,401	339,363	6,768,654	24,560,547	-	695,297	69,596	-	744,944
Training	31,153	21,818	-	9,335	4,542	775	689	-	-	-	280	3,049
Bond and bank fees	29,083	29,044	-	39	-	-	39	-	-	-	-	-
Interest expense	149,771	135,937	67	13,767	2,545	3,224	2,696	2,172	1,733	84	353	960
Occupancy	549,629	203,026	592	346,011	36,388	110,586	83,308	85,555	17,956	-	4,334	7,884
Office expense	83,996	44,395	593	39,008	8,282	2,902	10,720	14,377	155	-	-	2,572
Client consumables	114,495	84	-	114,411	13,083	16,525	28,720	23,039	31,859	1,960	(775)	-
Bad debts	117,667	117,667	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	566,789	229,759	2,352	334,678	82,921	51,658	51,399	45,366	56,620	2,663	11,859	32,192
Depreciation	506,962	106,089	2,639	398,234	100,298	57,997	62,475	53,616	68,415	3,248	14,010	38,175
Advertising	43,095	42,803	-	292	-	50	55	-	187	-	-	-
Printing	6,876	6,359	-	517	-	-	-	-	-	-	517	-
Telephone and communications	132,092	-	1,796	130,296	37,207	19,182	20,755	15,269	20,220	1,092	2,794	13,777
Postage and shipping	25,779	25,693	-	86	52	34	-	-	-	-	-	-
Transportation	376,933	21,128	1,930	353,875	16,572	98,006	118,622	30,113	75,354	2,946	419	11,843
Assistance to individuals	122,605	-	-	122,605	9,301	-	18,717	927	1,232	-	92,428	-
Insurance	217,204	145,643	-	71,561	-	71,561	-	-	-	-	-	-
Membership dues and fees	34,093	32,558	25	1,510	144	-	-	-	-	-	-	1,366
In-kind expenses	65,759	11,447	-	54,312	-	-	-	54,312	-	-	-	-
Other expenses	197,301	162,836	-	34,465	28,277	150	2,931	-	962	-	1,137	1,008
Total	\$ 73,403,267	\$ 3,919,907	\$ 2,202,472	\$ 67,280,888	\$ 5,360,091	\$ 9,255,462	\$ 29,708,524	\$ 7,748,971	\$ 11,841,014	\$ 237,730	\$ 916,311	\$ 2,212,785

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.
Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2021	Program Services											
	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	\$ 12,627,525	\$ 1,699,350	\$ 156,938	\$ 10,771,237	\$ 2,652,110	\$ 1,647,922	\$ 1,586,432	\$ 1,376,521	\$ 2,061,234	\$ 100,050	\$ 390,054	\$ 956,914
Employee benefits	3,216,771	537,478	42,455	2,636,838	695,284	483,086	348,926	355,409	333,851	25,055	85,502	309,725
Payroll taxes	962,905	193,315	11,564	758,026	175,927	111,491	110,887	99,621	155,946	7,270	28,927	67,957
Client payments	57,486	-	-	57,486	11,482	46,004	-	-	-	-	-	-
Contracted substitute staff	24,945	21,739	-	3,206	3,206	-	-	-	-	-	-	-
Client treatment services	12,888,404	-	2,196,135	10,692,269	-	75,080	1,578,675	5,937,113	2,804,087	-	297,314	-
Client therapies	5,134,535	1,750	-	5,132,785	497,191	422	562,445	18,550	4,032,183	-	7,116	14,878
Accounting	39,765	39,765	-	-	-	-	-	-	-	-	-	-
Audit fees	55,320	55,320	-	-	-	-	-	-	-	-	-	-
Legal fees	27,967	23,112	-	4,855	4,735	-	-	-	-	-	120	-
Other professional fees	190,362	119,513	4,867	65,982	32,126	79	92	17	155	3	2,007	31,503
Subcontractors	30,219,674	-	-	30,219,674	192,966	6,543,907	21,886,066	148,293	634,140	102,542	-	711,760
Staff development and training	10,764	5,824	-	4,940	2,415	-	15	75	-	-	75	2,360
Bond and bank fees	16,118	16,118	-	-	-	-	-	-	-	-	-	-
Interest expense	146,465	140,954	-	5,511	-	3,923	304	1,284	-	-	-	-
Facility expense	438,420	201,814	591	236,015	36,263	69,973	46,890	55,285	15,760	-	4,335	7,509
Office expense	85,301	49,895	169	35,237	9,037	1,278	3,646	17,823	158	-	1,023	2,272
Client consumables	76,276	-	-	76,276	5,612	16,311	22,336	19,268	11,809	940	-	-
Bad debts	280,084	261,539	18,545	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	460,086	148,927	6,820	304,339	86,882	55,839	53,757	46,309	13,057	3,195	13,194	32,106
Depreciation	427,099	54,607	6,707	365,785	101,198	67,531	65,241	56,622	15,942	4,049	16,065	39,137
Advertising	11,476	11,476	-	-	-	-	-	-	-	-	-	-
Printing	7,954	7,279	-	675	-	-	-	-	-	-	675	-
Telephone and communications	100,541	15,770	2,303	82,468	24,211	15,132	13,787	9,021	7,689	1,038	1,416	10,174
Postage and shipping	26,448	26,448	-	-	-	-	-	-	-	-	-	-
Transportation	218,184	3,349	1,105	213,730	3,990	104,520	21,666	26,498	54,704	2,107	36	209
Assistance to individuals	228,384	-	-	228,384	23,099	-	58,352	1,295	-	-	145,638	-
Insurance	174,838	124,220	-	50,618	-	37,051	3,782	9,435	350	-	-	-
Membership dues and fees	16,346	14,101	175	2,070	156	-	-	-	-	-	-	1,914
In-kind expenses	66,229	46,229	-	20,000	-	-	-	20,000	-	-	-	-
Other expenses	178,482	135,936	-	42,546	32,898	331	1,236	-	646	-	6,657	778
Total	\$ 68,415,154	\$ 3,955,828	\$ 2,448,374	\$ 62,010,952	\$ 4,590,788	\$ 9,279,880	\$ 26,364,535	\$ 8,198,439	\$ 10,141,711	\$ 246,249	\$ 1,000,154	\$ 2,189,196

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Consolidated Statements of Cash Flows

<i>For the Years Ended June 30,</i>	2022	2021
Cash flows from operating activities:		
Change in net assets	\$ 1,144,137	\$ 1,564,711
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	506,962	427,099
Imputed interest on unamortized financing costs	12,531	12,555
Bad debts	117,667	280,084
Change in interest in assets held by New Hampshire Charitable Foundation	19,581	(65,045)
Realized and unrealized (gains) losses on investments, net	157,477	(253,575)
Gain on interest rate swap agreement	(326,527)	(230,328)
(Increase) decrease in operating assets:		
Accounts receivable	1,415,152	(1,585,357)
Contributions receivable	(38,580)	(3,922)
Prepaid expenses	191,889	19,207
Increase (decrease) in operating liabilities:		
Accounts payable	355,521	(219,509)
Other liabilities	(63,205)	118,198
Deferred grant revenue	1,190,009	(410,185)
Accrued salaries, wages and payroll taxes	181,047	187,521
Accrued earned time	(106,357)	164,839
Due to clients and tenants	(137,253)	298,283
Deferred compensation plan	(157,477)	253,575
Net cash provided by operating activities	4,462,574	558,151
Cash flows from investing activities:		
Additions to property and equipment	(1,448,190)	(395,499)
Net cash used for investing activities	(1,448,190)	(395,499)
Cash flows from financing activities:		
Principal payments on mortgage bonds	(120,000)	(115,000)
Repayments of notes payable	(77,991)	(84,808)
Net cash used for financing activities	(197,991)	(199,808)
Net change in cash, cash equivalents and cash held for restricted purposes	2,816,393	(37,156)
Cash, cash equivalents and cash held for restricted purposes - beginning of year	5,477,760	5,514,916
Cash, cash equivalents and cash held for restricted purposes - end of year	\$ 8,294,153	\$ 5,477,760

Moore Center Services, Inc. and Moore Realty, Inc. Consolidated Statements of Cash Flows (Continued)

Reconciliation to Statements of Financial Position:

<i>As of June 30,</i>	2022	2021
Cash and cash equivalents - unrestricted	\$ 5,044,244	\$ 3,037,917
Client and tenant funds	485,352	630,121
Cash held for restricted purposes	2,764,557	1,809,722
Total cash, cash equivalents and cash held for restricted purposes reported in the consolidated statements of cash flows	\$ 8,294,153	\$ 5,477,760

<i>For the Years Ended June 30,</i>	2022	2021
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 137,240	\$ 134,096

During 2021, the Agency financed the acquisition of a new vehicle with an installment note in the amount of \$42,615.

During 2022 and 2021, distributions of \$0 and \$19,015, respectively, were made from the Agency's deferred compensation plan to plan participants.

See accompanying notes to consolidated financial statements.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies

Nature of Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

Financial Statement Preparation

These consolidated financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP). All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

Accounting Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported consolidated amounts of assets and liabilities, and disclosure of consolidated contingent assets and liabilities at the date of the consolidated financial statements, and the reported consolidated amounts of revenues, expenses and changes in net assets during the reporting period. Actual results may differ from these estimates.

Cash, Cash Equivalents and Cash Held for Restricted Purposes

The Agency considers all highly liquid debt instruments with an original maturity of seven months or less to be cash equivalents.

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits totaling approximately \$8,400,000 at June 30, 2022, are not covered by the FDIC.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Cash, Cash Equivalents and Cash Held for Restricted Purposes (Continued)

Cash held for restricted purposes at June 30, 2022, includes unspent grant funding from the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training program, to be used for expenses attributable to recruitment, retention and training payments to direct support workers and direct support professionals, and unspent grant funding from the U.S. Department of Health and Human Services Provider Relief Fund, to be used for certain COVID-19 related expenses (Note 19). This unspent funding is considered a conditional grant contribution as of June 30, 2022, as the conditions associated with the grants have not yet been satisfied (Note 19). In addition, restricted cash at June 30, 2022, includes net assets that are donor restricted.

Cash held for restricted purposes at June 30, 2021, includes unspent grant funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act to be used for certain COVID-19 related expenses (Note 19). This unspent funding is considered a conditional grant contribution as of June 30, 2021, as the conditions associated with the grant have not yet been satisfied. In addition, restricted cash at June 30, 2021, includes net assets that are donor restricted and funding received from the State of New Hampshire that was returned after year end (Note 19).

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. An allowance is provided based on past experience and other circumstances which may affect the ability of individuals to meet their obligations. Accounts receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired accounts receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

Property and Equipment

Purchased property and equipment is carried at cost. Donated property and equipment is carried at the approximate fair value at the date of donation. All acquisitions of property and equipment with a useful life in excess of one year and costing over \$1,000 are capitalized. Expenditures for repairs and maintenance that do not materially prolong the useful lives of assets are expensed and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized. Depreciation is computed using the straight-line method over the estimated lives of the assets.

Gifts of long-lived assets such as land, buildings or equipment are reported as without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as with donor restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the consolidated statements of financial position. Investment return (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.

Unamortized Financing Costs

Financing costs related to the mortgage bond payable have been capitalized and are being amortized to interest expense over the related or remaining debt term of 10 to 30 years using the straight-line method, which approximates the interest method.

Restricted Support

Net assets, contributions, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net assets without donor restrictions: Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. Net assets without donor restrictions include both undesignated and designated net assets, which are contributions and revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.

Net assets with donor restrictions: Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Revenue Recognition - Revenue from Contracts with Customers

Revenue from contracts with customers represents income earned from program services. The services provided include residential services, day services, family directed services, early support services, service coordination services, family support services and eldercare. Revenue is reported at the amount that reflects the consideration to which the Agency expects to be entitled to in exchange for providing services to individuals. The majority of these services are covered under the State of New Hampshire Medicaid Program.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Revenue Recognition - Revenue from Contracts with Customers (Continued)

The Agency's management estimates the transaction price for services, which involves significant estimates and judgment, based on the services provided. For services provided to individuals under the Medicaid program, the Agency prepares and submits a budget outlining the services to be provided to each individual, and related cost, to the State of New Hampshire for authorization prior to any services being provided. There are no variable consideration or financing components.

The Agency's contracts typically have one performance obligation, which is providing individuals with each service indicated in the contract. Each service is considered a separate performance obligation. The Agency recognizes revenue over time as the services are performed, using the output method of completion of a day or unit of service, since the individual simultaneously receives and consumes the benefits of the services.

The Agency has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by state budgets and the state's Medicaid program. A significant portion of the Agency's revenue is derived from the Medicaid program (see Note 17).

The Agency bills Medicaid weekly or monthly, depending on the type of service received, after the services were performed. Payments from Medicaid are typically received within seven to twelve days after billing. However, there are periods of time when the receivable cycle is dependent on the state's ability to process claims timely. There have been times when the state has not been able to keep up with claims processing and this causes payment delays.

Contribution and Grant Revenue

Contribution Revenue

Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: an explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized, and an implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met.

Conditional contributions are recognized as revenue when the barrier(s) or condition to entitlement have been substantially met or explicitly waived by the donor. Unconditional contributions are recognized as revenue when received.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Contribution and Grant Revenue (Continued)

Unconditional contributions, or conditional contributions in which the conditions have been substantially met or explicitly waived by the donor, are recorded as support with or without donor restrictions, depending on the existence and nature of any donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as net assets without donor restrictions if the restrictions expire in the same year in which the contributions are recognized.

Grant Revenue

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant agreement.

Grant awards that are contributions: Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as deferred grant revenue.

Grant awards that are exchange transactions: Exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. Revenue is recognized when control of the promised goods or services is transferred to the customer (grantor) in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Amounts received in excess of recognized revenue are reflected as a contract liability. There were no grant awards that were considered exchange transactions during the years ended June 30, 2022 and 2021.

In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying consolidated financial statements at their estimated values at date of receipt. Donated services are not included in these consolidated financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expenses by function. Accordingly, expenses have been allocated by the Agency to the programs and supporting services benefited. Expenses are charged directly to program services or supporting services based on specific identification or according to one of the three allocation methodologies created by the Agency. The allocation methodologies include allocation based on percentage of payroll for administrative expenses, allocation based on square footage of occupancy for facility expenses and vehicle usage for transportation related costs.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, through June 30, 2022, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition.

Note 2: Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the consolidated statement of financial position date, comprise the following:

<i>As of June 30,</i>	2022	2021
Cash and cash equivalents	\$ 5,044,244	\$ 3,037,917
Accounts receivable	4,322,480	5,855,299
Contributions receivable	62,980	24,400
Financial assets available to meet cash needs for general expenditure within one year	<u>\$ 9,429,704</u>	<u>\$ 8,917,616</u>

The Moore Center Services, Inc. is the beneficiary of an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF) (Note 5). The endowment funds are not available for general expenditure and are subject to an annual spending policy established by the NHCF of approximately 4% of the market value of the fund. The Agency has requested not to receive any distributions from the endowment funds within the next year.

As part of its liquidity management plan, the Moore Center Services, Inc. regularly monitors the liquidity required to meet its operating needs, capital expenditures, and other contractual commitments, such as annual bond repayments. The Agency has various sources of liquidity at its disposal, including cash and cash equivalents and a line-of-credit. The Agency maintains a line-of-credit in the amount of \$4,000,000 (see Note 9), which can be drawn upon in the event of an anticipated liquidity need.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 2: Liquidity and Availability (Continued)

The Agency manages its liquidity using a very conservative principle of soundness, stability and fiscal integrity. The Agency produces an annual budget that is submitted to the Board of Directors, which outlines the anticipated financial needs to support the Agency within the next fiscal year. The Agency operates with a balanced budget and considers donations, grants and fundraising as a necessary resource to cover expenditures. Also, to manage its current cash flow needs, at every finance committee meeting, a cash projection statement is provided which reports on the Agency's monthly cash status, as well as projecting the cash status for the next three months.

The Agency's cash on hand is a metric that is monitored quarterly. For the years ended June 30, 2022 and 2021, the day's cash on hand is 38 and 24, respectively. The Agency's vendors, which service clients, are paid weekly, rather than monthly. This large cash outlay negatively impacts the metric but provides a steady flow of cash for those servicing the Agency's clients and helps to build a stronger relationship.

Note 3: Property and Equipment

Property and equipment consisted of the following:

<i>As of June 30,</i>	2022	2021
Land	\$ 176,243	\$ 176,243
Buildings and improvements	8,430,223	7,469,544
Equipment and furnishings	882,071	837,885
Computers and software	2,575,254	2,314,650
Vehicles	565,587	565,587
Construction in progress	277,146	94,425
	12,906,524	11,458,334
Less: accumulated depreciation	6,873,596	6,366,634
Property and equipment, net	\$ 6,032,928	\$ 5,091,700

Note 4: Investments

Net investment income (loss) is comprised of the following, for the years ended June 30, 2022 and 2021:

<i>Years Ended June 30,</i>	2022	2021
Interest and dividend income	\$ 2,767	\$ 8,004
Change in realized and unrealized appreciation (depreciation), net of fees	(177,058)	318,620
Net investment income (loss)	\$ (174,291)	\$ 326,624

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 5: Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the NHCF. Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds \$48,332 of net assets restricted to investment in perpetuity as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency (see Note 12). In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgment of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere.

The current market value of each fund is included in the accompanying consolidated statements of financial position, as required by current accounting standards, as follows:

<i>As of June 30,</i>	2022	2021
Moore Center Services, Inc. Fund	\$ 163,080	\$ 176,570
Thomas M. Burke Fund	73,625	79,716
Interest in assets held by New Hampshire Charitable Foundation	\$ 236,705	\$ 256,286

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the consolidated statements of financial position, and therefore is not included. The fair value of this Fund's assets at June 30, 2022 and 2021, was \$52,796 and \$57,163, respectively.

Note 6: Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, inputs that are derived principally from or corroborated by observable market data by correlation or other means, or observable inputs other than quoted market prices; and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority. The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments.

An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 6: Fair Value Measurements (Continued)

The following tables set forth by level, within the fair value hierarchy, the Agency's investment assets and liabilities as of June 30, 2022 and 2021:

	2022			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire				
Charitable Foundation	\$ -	\$ -	\$ 236,705	\$ 236,705
Mutual funds:				
Mixed asset target	921,059	-	-	921,059
International	23,493	-	-	23,493
Small capitalization	25,730	-	-	25,730
Mid-capitalization	70,332	-	-	70,332
Large capitalization	113,025	-	-	113,025
Bond fund	25,545	-	-	25,545
High yield	12,596	-	-	12,596
Global	26,095	-	-	26,095
	\$ 1,217,875	\$ -	\$ 236,705	\$ 1,454,580

Liabilities:				
Interest rate swap agreement	\$ -	\$ 359,213	\$ -	\$ 359,213

	2021			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire				
Charitable Foundation	\$ -	\$ -	\$ 256,286	\$ 256,286
Mutual funds:				
Mixed asset target	1,016,324	-	-	1,016,324
International	32,692	-	-	32,692
Small capitalization	35,995	-	-	35,995
Mid-capitalization	90,620	-	-	90,620
Large capitalization	123,027	-	-	123,027
Bond fund	28,366	-	-	28,366
High yield	14,484	-	-	14,484
Global	33,658	-	-	33,658
	\$ 1,375,166	\$ -	\$ 256,286	\$ 1,631,452

Liabilities:				
Interest rate swap agreement	\$ -	\$ 685,740	\$ -	\$ 685,740

Moore Center Services, Inc. and Moore Realty, Inc. Notes to Consolidated Financial Statements

Note 6: Fair Value Measurements (Continued)

The inputs or methodology used for valuing securities are not necessarily indicative of the risk associated with investing in those securities. There have been no changes in the methodologies used at June 30, 2022 and 2021.

Mutual funds have been valued at the daily closing price reported by the fund. Mutual funds held by the Agency are open-end mutual funds that are registered with the U.S. Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Agency are deemed to be actively traded.

The interest rate swap agreement has been valued using the market approach. The fair value of the interest rate swap agreement (see Note 10) was determined using the multiple yield curve framework.

The fair value of the interest in assets held by the NHCF is based on the Agency's proportional share of the funds managed by NHCF (Note 5). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including audited financial statements of the investment funds (level 3).

Note 7: Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued \$4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bond issue has two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of \$3,635,000 and Tranche II in the amount of \$660,000. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. During 2018, the bonds were purchased by a bank who will hold the bonds in private placement. The bonds mature on September 1, 2037; however, as part of the private placement, unless the bank agrees to extend its commitment to hold the bonds, all outstanding principal and interest shall be due and payable on the initial put date, August 1, 2027. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2022 and 2021 was 1.57% and 0.61%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 7: Mortgage Bonds Payable (Continued)

The scheduled future bond maturities as of June 30, 2022 are as follows:

2023	\$	125,000
2024		135,000
2025		140,000
2026		145,000
2027		150,000
Thereafter		2,295,000
Total		\$ 2,990,000

Note 8: Notes Payable

Notes payable consisted of the following as of June 30, 2022 and 2021:

	2022	2021
4.29% - 5.74% notes payable to a bank in combined monthly installments for principal and interest of \$1,511 through May 2023. The notes are collateralized by various agency vehicles.	\$ 16,238	\$ 32,805
3.85% notes payable to a bank in combined monthly installments for principal and interest of \$3,783 through May 2023 (\$4,334 through November 2020). The notes are collateralized by various agency vehicles.	1,752	46,122
1.00% unsecured notes payable to a lender in monthly installments for principal and interest of \$1,514 through August 2022 (\$2,495 through July 2020), decreasing thereafter through March 2026.	38,064	55,118
	56,054	134,045
Less: current portion	30,351	78,779
Long-term portion	\$ 25,703	\$ 55,266

The scheduled maturities of notes payable as of June 30, 2022 are as follows:

2023	\$	30,351
2024		8,522
2025		8,307
2026		8,874
Total		\$ 56,054

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 9: Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$4,000,000 as of June 30, 2022 and 2021. The line-of-credit is secured by the Agency's assets and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 4.88% and 3.75% at June 30, 2022 and 2021, respectively. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on April 30, 2024. The Agency is required to maintain a minimum debt service coverage ratio (as defined) throughout the term of the agreement. As of June 30, 2022 and 2021, there was no balance outstanding on the line-of-credit.

Note 10: Derivative Instruments

As disclosed in Note 7, the mortgage bonds bear interest at a variable rate, which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying consolidated statements of financial position, and the change in the agreement's fair value is recognized in the consolidated statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2022 and 2021 was \$359,213 and \$685,740, respectively (see Note 6).

Note 11: Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2022 and 2021, no employer contributions were credited to participant accounts. In addition, investment losses of \$157,477 in 2022 and gains of \$253,575 in 2021 were allocated to the participant accounts. At June 30, 2022 and 2021, the Agency's obligation under this deferred compensation plan totaled \$1,217,875 and \$1,375,166, respectively. The Agency has invested in mutual funds (see Note 6) to help fulfill its obligations under the plan.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 12: Net Assets with Donor Restriction

Net assets with donor restrictions as of June 30, 2022 and 2021 are restricted for the following purposes:

	2022	2021
Investment in perpetuity	\$ 48,332	\$ 48,332
Facility renovations	-	122,000
Garden Party	-	122,950
COVID support	7,890	17,000
Other	37,385	18,500
Net assets with donor restrictions	\$ 93,607	\$ 328,782

The investment in perpetuity represents a distribution received from a trust which requires the funds to be set aside in a separate permanent fund (see Note 5). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities.

Note 13: Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2022 and 2021 amounted to \$363,724 and \$359,009, respectively.

Note 14: Fundraising Expenses

During the years ended June 30, 2022 and 2021, the Agency incurred fundraising expenses of \$213,488 and \$149,952, respectively, which are included in general management expenses on the consolidated statements of functional expenses.

Note 15: Related Party Transactions

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases, these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 16: Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment, with terms generally ranging from one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2022 and 2021, amounted to \$75,347 and \$68,330, respectively.

The approximate future minimum lease payments on the above operating leases are as follows:

2023	\$	92,557
2024		86,778
2025		86,778
2026		42,478
<hr/>		
Total	\$	308,591

Note 17: Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies.

Various legal claims and investigations have arisen from time to time in the normal course of business. Management does not currently believe that any outstanding legal claims or investigations will have a material adverse effect on its consolidated financial statements or operations. Any impact of a negative outcome would be immaterial to the results of operations due to the Agency's insurance coverage.

Note 18: Concentration of Risk

For the years ended June 30, 2022 and 2021, approximately 96% of the Agency's total revenue from contracts with customers was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On May 27, 2022, the Agency was redesignated as an approved provider through May 26, 2027.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 19: Grant Revenue

Revenue from grants is considered earned when the Agency incurs the related expenditures or otherwise meets the terms and conditions of the grant. Grant income is included with operating revenue in the consolidated statements of activities. Grants earned but not received are recorded as other receivables, and any amounts received but not yet earned are recorded as deferred grant revenue in the accompanying consolidated statements of financial position.

The Agency received grant funding from the U.S. Department of Health and Human Services (HHS) Provider Relief Fund, which was established as a result of the CARES Act, in the amounts of \$348,253, \$1,062,030 and \$715,184 during 2022, 2021, and 2020, respectively, totaling \$2,125,467 of HHS PRF funds received. Based on the terms and conditions of the grants, the Agency earns the grants by incurring expenses attributable to coronavirus that another source has not reimbursed and is not obligated to reimburse, or by incurring lost revenues from patient care.

During the years ended June 30, 2022 and 2021, the Agency recognized \$784,896 and \$583,500, respectively, in grant revenue from the funding received under the HHS Provider Relief Fund, as management had determined the conditions of the grants had been met. During 2022 the Agency returned \$2,783 of funding and \$3,330 of interest earned on the funding to the Department of Health and Human Services, as the Agency determined the conditions of the grant could not be met. At June 30, 2022 and 2021, the Agency recorded deferred grant revenue of \$754,288 and \$1,193,715, respectively, for the amount of grants received but not yet earned.

During 2022, the Agency participated in the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training (HCBS) program, which provided funding for direct support services and service coordinators of Area Agency service providers. During 2022, the Agency received \$4,174,815 from the program for direct support professionals and direct support workers. Based on the terms and conditions of the program, the Agency earns the grants by incurring expenses attributable to recruitment, retention and training payments to direct support workers and direct support professionals. At June 30, 2022, the Agency recorded deferred grant revenue of \$1,916,662 for the amount of the grants received but not yet earned and recognized \$2,258,153 in grant income earned. The Agency also recorded \$60,000 of grant income and an other receivable, for funding spent but not yet received for the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training (HCBS) program, specific for Service Coordinators. Based on the terms and conditions of the program, the Agency earns the grants by incurring expenses attributable to recruitment, retention and training payments to service coordinators. Subsequent to June 30, 2022, the Agency received funding of \$325,142 under this program for service coordinators.

During 2021, the Agency participated in the New Hampshire Long Term Care Stabilization Program through the New Hampshire Employment Security office. Based on the terms and conditions of the program, the Agency applied for the grant weekly for each eligible front line employee meeting the eligibility and hours worked requirements during the eligible periods. For the year ended June 30, 2021, the Agency recognized approximately \$1,364,229, in grant income related to this program.

Moore Center Services, Inc. and Moore Realty, Inc.

Notes to Consolidated Financial Statements

Note 19: Grant Revenue (Continued)

On October 16, 2020, the Agency received a COVID-19 Emergency Healthcare System Relief Fund payment of \$840,818 from the State of New Hampshire. This fund provided financial relief to healthcare providers for COVID-19 expenses and lost revenues between March 1, 2020 and December 31, 2020. The Agency submitted a report to the state attesting the use of a portion of these funds. During 2021, the Agency received notification from the state requiring them to return \$287,226 of the total funds. For the year ended June 30, 2021, the Agency recognized grant income related to this program of \$553,592, which equals the amount of funds under the program that they were entitled to keep, and recorded deferred grant revenue of \$287,226 at June 30, 2021 for the amount of the grant required to be returned to the state by the Agency. The Agency returned these funds, as required on August 23, 2021.

During 2020, the Agency received a grant of \$2,810,507, from the issuance of an award from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The Agency has determined the award is a conditional grant in accordance FASB Accounting Standards Codification (ASC) 958-605 and has applied the policy as described in Note 1. Accordingly, the award is reported as deferred grant revenue until the conditions are substantially met or explicitly waived. The Agency has interpreted the condition of the award to be the incurrence of eligible expenditures, adjusted for any decrease in full time equivalents and or salary/wage limitations, recognized ratably over the covered period of 24 weeks. The Agency recognized \$1,870,876 in 2021 in grant income related to this program. The Agency received notification from the SBA that the loan was fully forgiven in a letter dated July 28, 2021.

Note 20: Risks and Uncertainties

The Agency invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

Note 21: Upcoming Accounting Pronouncement

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842). This ASU modifies lease accounting to increase transparency and comparability by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing information. The most significant change for lessees will be the recognition of both a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term for those leases classified as operating leases under current GAAP. Certain accounting policy elections are permitted for leases with terms of 12 months or less. FASB ASC Topic 842, *Leases*, supersedes current lease requirements in FASB ASC Topic 840, *Leases*. The new standard is effective for nonpublic companies for annual periods beginning after December 15, 2021. The Agency and the Organization are currently evaluating the impact of this standard.

Note 22: Subsequent Events

Management has evaluated subsequent events through December 22, 2022, the date when the consolidated financial statements were available to be issued.

**THE MOORE CENTER
BOARD OF DIRECTORS
2023**

OFFICERS

Sue Majewski, Chair
Dan Cronin, Vice Chair/Chair-Elect
Ralf Kraemer, Treasurer
Justin Benton, Secretary

Mary Ann Aldrich

[Redacted]

Eleanor Dahar

Office: Dahar Law Firm
20 Merrimack Street
Manchester, NH 03101

[Redacted]

Justin Benton

Office: Executive Health & Sports Center
1 Highlander Way
Manchester, NH 03103

[Redacted]

Mackenzie Fraser (*)

Office: EVR Advertising
155 Dow Street, Suite 300
Manchester, NH 03101

[Redacted]

Jake Berry

Office: New Futures
10 Ferry Street, Suite 307
Concord, NH 03301

[Redacted]

Michael Gilbert

Office: Catholic Medical Center
100 McGregor Street
Manchester, NH 03102

[Redacted]

Dan Cronin

Office: CGI Employee Benefits Group
5 Dartmouth Drive
Auburn, NH 03032

[Redacted]

Bob Gossett

[Redacted]

[Redacted]

Preston Hunter

Office: Eckman Construction
84 Palomino Lane
Bedford, NH 03110



Steve Thiel (*)

Office: Southern NH University
2500 North River Road
Manchester, NH 03106



Matt Kfoury (*)



Ralf Kraemer

Office: Klüber Lubrication
32 Industrial Drive
Londonderry, NH 03053



Tina Legere



Sue Majewski (*)

Office: Bedford Ambulatory Surgery Center
11 Washington Place
Bedford, NH 03110



Michele Petersen



John Phelan

Office: BankProv
115 So River Road
Bedford, NH 03110



(*) = Represents Consumers

Denise C. Doucette

Experience

- 3/2001
- present
Moore Center Service, Inc.
Chief Financial Officer/Vice President
Oversee all administrative support functions for the organization. Responsible for the planning, implementation, managing and running of all the finance activities, including business planning, budgeting, forecasting and negotiations.
- 2020-2/2021
Moore Center Services, Inc.
Controller
Oversee Business Office activities: A/P, A/R, Payroll, Annual Budget and Annual Audit. Coordinate and oversee month end close with full variance analysis to the CFO monthly. Provide financial analysis for Finance Committee, Senior Leadership and Directors as needed.
- 2005-2020
Becket Academy, Inc. (formerly LifeShare Management Group, LLC)
Director of Business and Finance
Oversee all accounting and finance operations for Community Living. Provide expertise and support to DD operations managers nationwide. Prepare monthly/annual financials for Community Living w/analysis for the CEO & Board.
- 1997-2005
Riverbend Community Mental Health, Inc., Concord, NH
Controller/Chief Information Officer
Responsible for management of the financial functions of the Business Office. Coordinate and conduct annual audit and annual budget for Riverbend and two affiliated corporations. Oversee & present monthly financial results to Finance Committee for Riverbend & two affiliates. Oversee systems analysis, computer ops, telecommunications, and other technology support.
- 1996-1997
Full time student, Granite State College, Manchester, NH
- 1992-1996
Chemfab Corporation, Merrimack, NH
Financial Analyst
Weekly preparation & analysis of corporate sales and backlog report. Coordinated annual budget process with sales and marketing departments. Responsible for the compilation of five site budgets (\$100M). Consolidated monthly site financials into corporate financial package.

Cost and Budget Accountant
Monthly accounting close of all manufacturing cost centers. Prepared monthly financial package for submission to the corporate office. Prepared annual site budget for presentation to corporate office. Computed cost estimates for new/improved products with project engineers. Coordinate and conduct annual audited inventories.
- 1990-1992
Polyclad, Franklin, NH
Cost Accountant
- 1988-1990
QROE Companies, Lawrence, MA
Staff Accountant

Education **Masters in Business Administration- currently enrolled**
Southern NH University, Manchester, NH

1998 - Bachelor of Science, Business Management - Cum Laude
Granite State College, Manchester, NH

Military Service

1984-1988 *United States Air Force, Honorably Discharged, Good Conduct Medal*

JANET C. BAMBERG

Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

An intuitive leader, coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

EXPERIENCE

MOORE CENTER SERVICES, Manchester, NH

A \$75M Human Services organization serving adults and children in the greater Manchester area

President and CEO

Reporting to the Board of Directors responsible for the overall administrative, financial and service delivery functions of this large Human Services organization. This role also focuses on creating external connections and partnerships with other community and business organizations in support of our mission of Creating Opportunities for a Good Life.

Executive Vice President and Chief Financial Officer

Functions as the COO in addition to CFO responsibilities listed below.

Chief Financial Officer

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Oversight of the strategic planning process

JANET BAMBERG CONSULTANTS, Newbury, MA

An independent consultant and corporate coach. Engagements included:

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a \$25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

VNA CARE NETWORK, INC., Waltham, MA

A \$26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.

Chief Operating Officer

Responsible for overall operations of organization's home health care business. (\$21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.

JANET C. BAMBERG

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- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

Vice President Systems Management and Quality

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA

A \$12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.

Vice President Programs and Services

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a \$1.3M operation with an annual deficit to a self-supporting \$7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

Director of Rehabilitation Services

- Created and defined this new position combining management of three fee for service program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

Director of Home Health Care

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

HEALTH CARE MANAGEMENT ASSOCIATES, INC., Lynnfield MA

Associate

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

QUALITY CARE, INC. Rockville Centre, NY

Director of Medicare Support Services

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to

JANET C. BAMBERG

Page 3

comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.

Medicare Specialist

Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

Administrator

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

Board and Community Service

- Board Member The Riverwoods Group 2016-present
- Board Chair and founding Board Member of Granite State Health and Human Services Trust (a newly formed self-insured worker's compensation trust) 2018-present
- Board Chair and founding Board Member of HELMS Trust (a newly formed excess insurance organization for self-insured worker's compensation trusts) 2020-present
- Board Member and Board Chair for Birch Hill Terrace 2006-2018
- Board Chair and Board Member Millwest Condominium Association, Manchester, NH 2010-2015

EDUCATION

**MBA, University of Massachusetts, Amherst, MA
Teaching Assistant, School of Management**

BS, Major in Nursing, North College Park, Chicago, IL

Certified Corporate Business Coach, Corporate Coach University

Maureen Rose Julian

SUMMARY

Business-conscious individual offering over 20 years working as Vice President in non-profit social service organization. Focused, enthusiastic and offering highly effective skills in the field of disabilities and business management. Demonstrating sound judgement and extensive knowledge of the Developmental Service System.

SKILLS

- Proposals and presentations
- Performance monitoring and evaluation
- Budget development and oversight
- Staff development
- Performance data analysis
- Trend Identification and Forecasting
- LEAN
- Risk management
- Training and mentoring
- Clinical supports and supervision
- Program development
- Family supports and services
- Compliance, rules, laws and regulations.
- Change Management

EXPERIENCE

**Chief Operating Officer and Executive Vice President,
The Moore Center, January 1984-Current
Manchester, NH**

- Determined performance goals and offered tactics for achieving milestones.
- Coordinated work across departments to keep teams on track with organizations and individual goals.
- Represented organization in committees and task forces at the Bureau of Developmental Services, other area agencies and related service providers.
- Collaborated with various departments to identify operational challenges and plan corrective actions. Collaborated across departments and agencies to develop service model changes and enhancements.
- Analyzed variable data for operations to determine areas for improvement, increased efficiency and potential cost savings.
- Implemented best practices to strengthen the agency's ability to address clinical needs and spearhead proactive change.
- Researched underlying issues and recommended strategic corrective actions.
- Generated and implemented business strategies to increase revenue while executing operational base development.

- Cultivated and maintained positive working relationships with employees, executives and stakeholders.

EDUCATION AND TRAINING

MBA

Business Administration and Management, Southern New Hampshire University, Hooksett NH March 1993

Bachelor of Science

Social Services, University Of Massachusetts Amherst, Amherst MA June 1981

The Moore Center
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Janet Bamberg	President & CEO	\$15,000
Maureen Rose Julian	Chief Operating Officer	\$20,000
Denise Doucette	VP & Chief Financial Officer	\$10,000