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

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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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 Community Crossroads, Inc., (VC#155293-B001), Atkinson, NH to provide developmental disability and acquired brain disorder services, with an individual price limitation of \$9,033,482, 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. 7.57% Federal Funds. 92.43% 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 2,155 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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$619,083.00
2025	102-500731	Contracts for program services	93007013	\$672,083.00
			Subtotal	\$1,291,166.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$174,275.00
2025	102-500731	Contracts for program services	93007013	\$174,275.00
			Subtotal	\$348,550.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007014	\$479,983.00
2025	102-500731	Contracts for program services	93007014	\$479,983.00
			Subtotal	\$959,966.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	93007852	\$341,900.00
2025	074-500585	Grants for Pub Asst and Relief	93007852	\$341,900.00
			Subtotal	\$683,800.00

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)

Community Crossroads, Inc. (Vendor Code 155293-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

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017100	\$2,000,000.00
2025	102-500731	Contracts for program services	93017100	\$2,000,000.00
			Subtotal	\$4,000,000.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017016	\$375,000.00
2025	102-500731	Contracts for program services	93017016	\$375,000.00
			Subtotal	\$750,000.00

Attachment A
Financial Details

			Subtotal R10 Contract Funds	\$8,033,482.00
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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
			Subtotal	\$1,000,000.00
			Total Contract Funds w/ Contingency	\$9,033,482.00

Subject: Area Agency (SS-2024-DLTSS-01-AREAA-04)

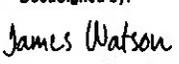
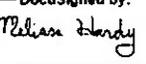
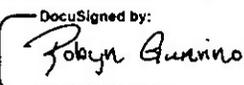
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Community Crossroads, Inc.</p>		<p>1.4 Contractor Address 8 Commerce Dr., Atkinson, NH 03811</p>	
<p>1.5 Contractor Phone Number 603-893-1299</p>	<p>1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7100 05-95-93-930010-3677 05-95-93-930010-3674 05-95-93-930010-7016</p>	<p>1.7 Completion Date 6/30/2025</p>	<p>1.8 Price Limitation \$9,033,482</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by:  Date: 5/31/2023</p>		<p>1.12 Name and Title of Contractor Signatory James Watson President, BOD</p>	
<p>1.13 State Agency Signature DocuSigned by:  Date: 6/1/2023</p>		<p>1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/2023</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**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 (Between Regions or Between Waivers)	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 (Between Regions or Between Waivers)	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, as conducted by the Department, to determine compliance with

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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. Statewide Support

- 8.1. The Contractor must coordinate and support the annual Family Support Conference.
- 8.2. The Contractor must designate a Coordinator of the Conference who works in concert with the Family Support Conference Committee members. The Contractor must ensure the Coordinator:
 - 8.2.1. Convenes a Family Support Conference Committee (Committee) to advise and inform conference planning;
 - 8.2.2. Ensures a minimum of 50% of Committee members are individuals and/or family members currently receiving family support through an Area Agency;
 - 8.2.3. Ensures the Committee includes one (1) member from each of the 10 Area Agency regions to represent the State's regional diversity; and
 - 8.2.4. Provides written conference updates to the Department on a monthly basis, which may consist of meeting notes.
- 8.3. The Contractor must facilitate fiscal disbursements, in accordance with Exhibit C, Payment Terms, Section 8.6, Table 1, Authorized Expenses for:
 - 8.3.1. People First of New Hampshire;
 - 8.3.2. National Core Indicator Interviews;
 - 8.3.3. Statewide training initiatives, including but not limited to IDEA Part C training Initiatives; and
 - 8.3.4. Room and Board payments to Developmental Services Medicaid enrolled, staffed residence service providers, as approved by the Department.
- 8.4. The Contractor must provide a work plan for each activity in this Section within 30 days of the contract effective date. The Contractor must ensure the work plan includes, but is not limited to:
 - 8.4.1. Activities to be completed.
 - 8.4.2. Date the activities are to be completed.
 - 8.4.3. Identification of the individual responsible for completing each activity.
- 8.5. The Contractor must submit quarterly reports for each submitted work plan, to the Department, which includes, but is not limited to:
 - 8.5.1. Progress of activities in process.

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- 8.5.2. Identification of activities completed.
- 8.5.3. Plan for activities to be completed in the following quarter.
- 8.5.4. Identification of barriers experienced last quarter.
- 8.5.5. Recommended solutions for mitigating the last quarter barriers in future quarters.

9. Reporting

- 9.1. 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:
 - 9.1.1. Complete intake processing;
 - 9.1.2. A functional screen for a Level of Care (LOC) assessment for application for Waiver services;
 - 9.1.3. Dates and types of Waiver services requested;
 - 9.1.4. Indication of when an individual received services, if services are non-billable; and
 - 9.1.5. Accurate and non-duplicative data.
 - 9.1.6. Other information as requested and required by the Department.
- 9.2. 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:
 - 9.2.1. Name of the individual.
 - 9.2.2. Last date that the individual received services.
 - 9.2.3. Services made available to the individual.
 - 9.2.4. Services actually provided to the individual.
 - 9.2.5. Reasons the individual has exited the service delivery system.
- 9.3. The Contractor must participate in meetings with the Department, as requested by the Department, with advance notice of at least one (1) business day.
- 9.4. 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.
- 9.5. DAADS Reporting
 - 9.5.1. The Contractor must complete and submit monthly DAADS information to the Department as directed by the Department.

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9.6. Family Support Services and non-Medicaid Respite Services Reporting

- 9.6.1. 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:
- 9.6.1.1. Unduplicated number of families served.
 - 9.6.1.2. Unduplicated number of families provided with non-Medicaid respite services.
 - 9.6.1.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.
- 9.6.2. The Contractor must provide the Department with aggregate, non-identifiable data relative to Family Support Services and Respite Services.
- 9.6.3. 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.
- 9.7. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

10. Performance Measures

- 10.1. 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.
- 10.2. Performance Measures specific to Family Support Services and Respite Services
- 10.2.1. 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.
 - 10.2.2. The Contractor must ensure 75% of families report satisfaction with family support services, when completing an annual satisfaction survey.

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11. Background Checks

- 11.1. 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 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.
- 11.2. 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.

12. Continuity of Operations Planning (COOP)

- 12.1. 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.

13. Disaster Recovery Plan

- 13.1. 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.

14. Privacy Impact Assessment

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

- 14.1.1. How PII is gathered and stored;
- 14.1.2. Who will have access to PII;
- 14.1.3. How PII will be used in the system;
- 14.1.4. How individual consent will be achieved and revoked; and
- 14.1.5. Privacy practices.

14.2. 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.

15. State Owned Devices, Systems and Network Usage

15.1. 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 fulfillment of this Agreement, the Contractor must:

- 15.1.1. 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;
- 15.1.2. 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;
- 15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 15.1.4. 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

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- keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 15.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 15.1.7. 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."
 - 15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 15.1.9. Agree when utilizing the Department's email system:
 - 15.1.10. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 15.1.11. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 15.1.12. Ensure the following confidentiality notice is embedded underneath the signature line:
 - 15.1.13. 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."
 - 15.1.14. 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:
 - 15.1.15. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 15.1.16. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide

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Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.

- 15.1.17. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 15.1.18. 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.
- 15.1.19. 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

16. Website and Social Media

- 16.1. 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.
- 16.2. 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.

17. Contract End-of-Life Transition Services

17.1. General Requirements

- 17.1.1. 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

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Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "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.

- 17.1.2. 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.
- 17.1.3. 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.
- 17.1.4. 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.
- 17.1.5. 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.
- 17.1.6. 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

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destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

17.2. Completion of Transition Services

- 17.2.1. 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.
- 17.2.2. 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.

17.3. Disagreement over Transition Services Results

- 17.3.1. 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.

18. Maintenance of Fiscal Integrity

18.1. 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:

- 18.1.1. Balance Sheet.
- 18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:
 - 18.1.2.1. All revenue sources and expenditures; and
 - 18.1.2.2. A budget column allowing for budget to actual analysis.
- 18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:
 - 18.1.3.1. All revenue sources and all related expenditures for the Program; and
 - 18.1.3.2. A budget column allowing for budget to actual analysis.

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18.1.3.3. Cash Flow Statement.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. 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.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

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

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt

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- service (principal and interest) over the next twelve (12) months.
- 18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).
- 18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 18.3.4. Net Assets to Total Assets:
- 18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 18.3.4.4. Source of Data: The Contractor's monthly financial statements.
- 18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 18.4. In the event that the Contractor does not meet either:
- 18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or
- 18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then
- 18.4.3. The Contractor must:
- 18.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or
- 18.4.3.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.
- 18.5. 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:
- 18.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested

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information is submitted to the Department in a timeframe agreed upon by both parties.

- 18.6. 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.

19. Exhibits Incorporated

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

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 20.2.1. The Contractor 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.

20.3. Credits and Copyright Ownership

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- 20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement 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."
- 20.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
- 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 20.4. Operation of Facilities: Compliance with Laws and Regulations
- 20.4.1. In the operation of any facilities for providing services, the Contractor 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.

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21. Records

- 21.1. The Contractor must keep records that include, but are not limited to:
- 21.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 21.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 21.2. 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.
- 21.3. 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. 7.57% 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. 92.43% 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-14 SFY25, Statewide Support Budget.
 - 5.2. Services under this section include:
 - 5.2.1. Regional FCESS Training;

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- 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 assure each local program has revenue to supplement increased cost of services identified in Exhibit B Scope

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New Hampshire Department of Health and Human Services
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EXHIBIT C

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.

5.3.1.2. Travel costs associated with attending monthly Family Support Coordinators meetings with the Department

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

- 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 18.
 - 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.
- 5.6. The Contractor must submit to the Department, within the timelienees established by the Department, any and all reports required by the

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New Hampshire Department of Health and Human Services
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Department on State-funded on 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.
 - 5.7.1.7. Exhibit C-7, SFY 24 Statewide Support 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-8, SFY25 FCESS Training Budget;
 - 5.8.1.2. Exhibit C-9, SFY25 FCESS EI Programming Budget;
 - 5.8.1.3. Exhibit C-10, SFY25 Part C Funding Budget;

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EXHIBIT C

- 5.8.1.4. Exhibit C-11, SFY25 FCESS Supplemental Services Budget;
 - 5.8.1.5. Exhibit C-12, SFY25 Family Support Council and Non-Medicaid Respite Budget; and
 - 5.8.1.6. Exhibit C-13, SFY25 General Funds Budget.
 - 5.8.1.7. Exhibit C-14, SFY25 Statewide Support 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

New Hampshire Department of Health and Human Services
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EXHIBIT C

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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.

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

EXHIBIT C

- 7.3.3. The Contractor will receive one (1) DAADS payment per Waiver individual receiving a waiver service in a calendar month.
- 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. Statewide Support

- 8.1. Payment for Statewide Support, detailed in Section 8 of Exhibit B, 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 Exhibit C-7 SFY24, Statewide Supports Budget and Exhibit C-14 SFY25, Statewide Supports Budget.
- 8.2. The Contractor must seek payment from the Department for Department approved Medicaid enrolled, Developmental Services (DS) Staffed Residence Providers seeking Developmental Disabilities (DD) and Acquired Brain Disorder (ABD) Room and Board reimbursement, in accordance with Exhibit B, Scope of Services, Section 8; on the Department approved invoice not to exceed the DD Room & Board and ABD Room & Board expense line item defined in Exhibit C-7 – Statewide Supports. The Contractor must ensure each invoice:
 - 8.2.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 8.2.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

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

EXHIBIT C

- 8.2.3. Is completed, dated and returned to the Department with the applicable supporting documentation for allowable expenses to initiate payment.
- 8.3. The Contractor must issue payment, upon approval from and as instructed by the Department, to the Room and Board providers within five (5) business days.
- 8.4. The Contractor must provide the Department with documentation that supports and confirms Room and Board payments have been remitted as instructed by the Department.
- 8.5. The Contractor must ensure each invoice 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
- 8.6. The expenses identified in Table 1, Authorized Expenses, below are outlined in Exhibit C-7 SFY24, Statewide Supports Budget and Exhibit C-14 SFY25, Statewide Supports Budget.

Table 1, Budgeted Expenses			
Budget Line	Budget Line Purpose	Total Cost for SFY24	Total Cost for SFY25
Training, Family Support Conference, People First of NH			
DS Providers	Statewide Training Initiatives	\$ 75,655.00	\$ 75,655.00
Elizabeth Webster	Police Academy Training	\$ 1,765.00	\$ 1,765.00
DS Trainer	Relias Annual Conference	\$ 1,270.00	\$ 1,270.00
People First of NH	Annual Expenses	\$ 9,000.00	\$ 9,000.00
Region 10	Family Support Conference – 1 Part-time position or supplement up to full-time	\$ 40,000.00	\$ 40,000.00
Sub-Total:		\$ 127,690.00	\$ 127,690.00
NCI			
CSNI	National Core Indicators (NCI) Interviews	\$ 7,000.00	\$ 60,000.00
Sub-Total:		\$ 7,000.00	\$ 60,000.00
To Providers for Room & Board			
DS Providers	DD Room & Board	\$ 2,000,000.00	\$ 2,000,000.00
DS Providers	ABD Room & Board	\$ 375,000.00	\$ 375,000.00

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

EXHIBIT C

Sub-Total:		\$ 2,375,000.00	\$ 2,375,000.00
R10 Administration of Room & Board			
Region 10	Administration of Room & Board	\$ 142,700.00	\$ 142,700.00
Sub-Total:		\$ 142,700.00	\$ 142,700.00
Total:		\$ 2,652,390.00	\$ 2,705,390.00

9. 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.
10. 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.
11. **Audits**
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. 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.
 - 11.1.2. 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.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. 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.
 - 11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

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

EXHIBIT C

shall submit quarterly progress reports on the status of implementation of the corrective action plan.

- 11.3. 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.
- 11.4. 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

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New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7: Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Community Crossroads, INC.

5/31/2023

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Community Crossroads, INC.

5/31/2023

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD

Vendor Initials 

Date 5/31/2023



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

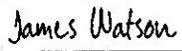
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Community Crossroads, INC.

5/31/2023

Date

DocuSigned by:

 Name: James Watson
 Title: President, BOD

Contractor Initials 
 Date 5/31/2023



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Community Crossroads, INC.

5/31/2023

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Community Crossroads, INC.

5/31/2023

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Date 5/31/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

Date 5/31/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

5/31/2023
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Community Crossroads, INC.

The State by:

Name of the Contractor

Melissa Hardy

James Watson

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

James Watson

Name of Authorized Representative
Director, DLTSS

Name of Authorized Representative

President, BOD

Title of Authorized Representative

Title of Authorized Representative

6/1/2023

5/31/2023

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

5/31/2023

Date

DocuSigned by:

James Watson

Name: James Watson

Title: President, BOD

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: ZWJRGH3JU7X1

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

New Hampshire Department of Health and Human Services

Exhibit K

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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New Hampshire Department of Health and Human Services

Exhibit K

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.

New Hampshire Department of Health and Human Services

Exhibit K

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.

New Hampshire Department of Health and Human Services

Exhibit K

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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 COMMUNITY CROSSROADS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 19, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 64839

Certificate Number: 0006199473



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, John Debaun, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Crossroads .
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 22, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

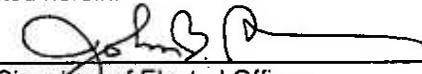
VOTED: That ___James Watson, Board President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Crossroads to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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 26, 2023



Signature of Elected Officer
Name: John B. DeBaun
Title: Treasurer



GUIDANCE. SUPPORT. ADVOCACY.

Mission

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support, and advocacy they need to remain in their chosen homes and live full, independent lives.

Vision For Those We Serve

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness.

We envision a day when they will live full independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction.
2. A wide range of choices and the ability to determine how to live their lives.
3. Strong, healthy relationships with family and friends.
4. A safe and stable home to live in as long as they choose.
5. Meaningful employment and a livable wage during their working years.
6. A broader community that recognizes their individuality, gifts and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

Guiding Principles

We believe that those we serve:

1. Should have a broad range of choices.
2. Can and should direct their lives. We provide present options and link them to supports, but they are the “drivers.”
3. Need and deserved natural systems of support and relationships.
4. Have needs that will change over the course of their lives.
5. Thrive best when they are fully included in their communities and live in non-institutional settings.

We believe that in order to achieve our mission we must:

1. Respect the uniqueness of every person and family.
2. Truly listen to those we serve.
3. Provide flexible, person-centered support.
4. Use data to improve the quality of our services.
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve.
6. Always advocate for the full civil rights of those we serve.

Financial Statements

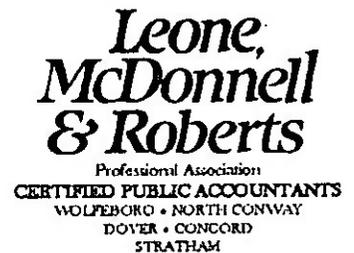
COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
of Community Crossroads, Inc.

Opinion

We have audited the accompanying financial statements of Community Crossroads, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Community Crossroads, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 generally accepted auditing standards 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 financial statements.

In performing an audit in accordance with generally accepted auditing standards 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 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 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 Community Crossroads, 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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Crossroads, 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.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2022, on our consideration of Community Crossroads, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Crossroads, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Crossroads, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts
Professional Association*

Dover, New Hampshire
December 2, 2022

COMMUNITY CROSSROADS, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021**

	<u>ASSETS</u>	
	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,663,509	\$ 1,199,198
Accounts receivable	4,044,429	3,555,576
Due from related party	12,412	34,002
Investments	945,938	1,093,889
Other current assets	<u>36,158</u>	<u>23,135</u>
Total current assets	7,702,446	5,905,800
PROPERTY AND EQUIPMENT, NET	<u>1,218,015</u>	<u>1,258,484</u>
Total assets	<u>\$ 8,920,461</u>	<u>\$ 7,164,284</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Line of credit	\$ 99,653	\$ 249,653
Current portion of long term debt	53,247	46,806
Accounts payable	2,608,495	2,387,527
Refundable advances	1,247,453	206,623
Accrued expenses	94,248	86,797
Accrued payroll, benefits and related taxes	<u>350,300</u>	<u>500,065</u>
Total current liabilities	4,453,396	3,477,471
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>845,297</u>	<u>877,390</u>
Total liabilities	5,298,693	4,354,861
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>3,621,768</u>	<u>2,809,423</u>
Total liabilities and net assets	<u>\$ 8,920,461</u>	<u>\$ 7,164,284</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
SUPPORT AND REVENUES		
Medicaid	\$ 33,855,083	\$ 28,814,185
State of NH - DHHS	1,722,930	1,649,170
Contributions and miscellaneous grants	1,716,749	28,302
Federal grants - DHHS	441,510	1,127,564
Rental income	190,008	183,115
Production/service income	105,402	98,500
Residential fees	91,520	113,397
Client resources	80,863	113,254
Fundraising	71,734	170,225
Interest and dividends, net	50,186	27,376
Other revenues	49,133	71,862
Net realized gain on investments	9,532	25,274
Net unrealized gain (loss) on investments	<u>(201,598)</u>	<u>164,143</u>
Total support and revenues	<u>38,183,052</u>	<u>32,586,367</u>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,912,678	1,760,524
Family support	776,389	695,646
Respite care	273,403	223,788
Early intervention	1,322,148	1,201,405
Adult day activity	2,302,889	2,256,441
Other DHHS funded programs	146,487	145,322
Residential & day	27,955,511	23,506,270
CFI case management	<u>567,386</u>	<u>530,531</u>
Total program services	<u>35,256,891</u>	<u>30,319,927</u>
Supporting Activities:		
General management	1,869,712	1,710,832
Rental property management	186,797	184,513
Fundraising	<u>57,307</u>	<u>58,512</u>
Total supporting activities	<u>2,113,816</u>	<u>1,953,857</u>
Total functional expenses	<u>37,370,707</u>	<u>32,273,784</u>
CHANGE IN NET ASSETS	812,345	312,583
NET ASSETS, BEGINNING OF YEAR	<u>2,809,423</u>	<u>2,496,840</u>
NET ASSETS, END OF YEAR	<u>\$ 3,621,768</u>	<u>\$ 2,809,423</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Funded Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Property Management	Fundraising	2022 Totals
Subcontractors	\$ 12,639	\$ -	\$ -	\$ -	\$ 2,299,389	\$ -	\$ 22,407,242	\$ -	\$ 24,719,270	\$ -	\$ 24,719,270	\$ -	\$ -	\$ 24,719,270
Salaries, wages, benefits and taxes	1,495,261	526,559	-	71,066	-	-	1,035,900	541,123	3,669,929	1,352,184	5,022,113	61,617	-	5,083,730
Family Stipend for 521/525 services	-	-	-	-	-	-	4,010,017	-	4,010,017	-	4,010,017	-	-	4,010,017
Client evaluations	-	-	-	1,238,796	-	-	-	-	1,238,796	-	1,238,796	-	-	1,238,796
Direct care contracted staff	-	-	273,403	-	-	-	254,649	-	528,052	-	528,052	-	-	528,052
Medical and therapies	154,807	-	-	-	3,500	-	116,692	-	274,999	-	274,999	-	-	274,999
Other professional fees	66,990	3,798	-	2,347	-	6,639	545	-	80,319	130,503	210,822	-	-	210,822
Staff development	998	2,077	-	-	-	139,848	-	-	142,923	27,491	170,414	-	-	170,414
Assistance to individuals	27,505	77,908	-	-	-	-	13,416	-	118,831	-	118,831	-	-	118,831
Travel	8,655	2,167	-	453	-	-	61,919	23,911	98,305	2,094	100,399	5,893	-	106,292
Family assistance	-	103,504	-	-	-	-	-	-	103,504	-	103,504	-	-	103,504
Maintenance and repairs	12,917	3,706	-	849	-	-	6,651	-	24,123	9,781	33,904	66,540	-	100,444
Depreciation	-	-	-	-	-	-	-	-	-	96,653	96,653	-	-	96,653
Other expenses	1,310	253	-	80	-	-	-	1,451	3,094	20,017	23,111	300	57,307	80,718
Office supplies	35,383	10,068	-	2,292	-	-	-	152	47,895	29,447	77,342	-	-	79,626
Mortgage expense	-	-	-	-	-	-	22,197	-	22,197	8,281	30,478	41,951	-	72,429
Insurance	27,082	7,771	-	1,779	-	-	2,483	-	39,115	20,506	59,623	1,773	-	61,396
Audit fees	-	-	-	-	-	-	-	-	-	58,650	58,650	-	-	58,650
Telephone and communications	26,517	7,566	-	1,746	-	-	-	-	35,829	20,125	55,954	1,740	-	57,694
Utilities	14,272	4,095	-	937	-	-	5,960	-	25,264	10,807	36,071	2,214	-	38,285
Accounting	-	-	-	-	-	-	-	-	-	33,716	33,716	-	-	33,716
Other occupancy costs	12,513	3,590	-	822	-	-	3,575	-	20,500	9,475	29,975	819	-	30,794
Client consumables	-	19,130	-	-	-	-	7,834	-	26,964	-	26,964	-	-	26,964
Rent	-	-	-	-	-	-	-	-	-	26,818	26,818	-	-	26,818
Equipment rental	6,791	1,948	-	446	-	-	-	-	9,185	5,155	14,340	445	-	14,785
Postage and shipping	5,426	1,557	-	356	-	-	-	-	7,339	4,102	11,441	355	-	11,796
Payment in lieu of taxes	-	-	-	-	-	-	6,429	-	6,429	-	6,429	-	-	6,429
Legal fees	1,666	484	-	111	-	-	-	-	2,261	1,387	3,668	-	-	3,668
Membership dues	-	-	-	-	-	-	-	749	749	1,968	2,717	-	-	2,717
Building and household	726	208	-	48	-	-	-	-	982	550	1,532	666	-	2,396
Total	\$ 1,912,678	\$ 776,369	\$ 273,403	\$ 1,322,148	\$ 2,302,889	\$ 146,487	\$ 27,955,511	\$ 567,366	\$ 35,256,891	\$ 1,869,712	\$ 37,126,603	\$ 186,797	\$ 57,307	\$ 37,370,707

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Funded Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Property Management	Fundraising	2021 Totals
Subcontractors														
Salaries, wages, benefits and taxes	1,422,301	489,616		59,787	2,246,654		17,594,889	521,565	19,811,743	66,721	19,898,464	65,858		19,898,464
Family stipend for 521/525 services					6,454		848,989	3,099,651	3,342,238	1,114,742	4,456,980			4,522,838
Direct care contracted staff	1,540		223,788				3,099,651	1,809,851	3,099,651		3,099,651			3,099,651
Client evaluations	75,099			1,131,247	2,680		1,578,103		1,809,895		1,809,895			1,809,895
Medical and therapies							142,735		220,494		220,494			220,494
Other professional fees	87,941	3,742		2,347		5,467	4,467		103,964	115,365	219,349	845		220,194
Assistance to individuals	25,585	32,534		5			141,208		199,330		199,330			199,330
Staff development	847	290				139,296			140,193	27,411	167,604			167,604
Family assistance		110,526							110,526	67	110,593			110,593
Depreciation										103,220	103,220			103,220
Mortgage expense										22,518	22,518			22,518
Maintenance and repairs	14,284	4,093		937			21,835		21,835	10,801	34,814	52,451		87,265
Travel	1,101	79		315	473		4,719	7,358	24,013	87	34,814			34,814
Other expenses	1,553	1,513					71,428	1,810	80,750	87	80,837	5,488		86,325
Telephone and communications	30,008	8,574		34					4,676	18,544	21,220	112	58,512	79,844
Insurance	23,343	6,898		1,533					36,614	22,174	21,220	1,952		62,740
Audit fees							2,851		34,425	54,325	58,415	1,528		59,943
Office supplies	20,291	5,841		1,302					28,051	54,325	54,325			54,325
Accounting							1,617		1,275	17,942	46,993	1,448		48,441
Utilities	8,625	2,782		632			1,275		1,275	38,182	39,457			39,457
Other occupancy costs	12,478	3,580		820			4,763		17,782	7,288	25,070	5,587		30,657
Rent							3,188		20,048	9,448	29,495	817		30,312
Client consumables		21,833							28,633	27,790	27,790			27,790
Outside service coordination	20,830						4,800		28,633		28,633	1,140		29,773
Postage and shipping	4,787	1,376		1,908			2,462		23,392		23,392			23,392
Equipment rental	1,843	1,376		378			1,442		9,523	3,632	13,155	334		13,489
Legal fees	2,713	778		178			418		8,162	3,498	11,660	375		12,035
Payment in lieu of taxes							5,454		3,689	2,717	6,396	178		6,564
Membership dues							599		5,454	1,689	2,288			2,288
Equipment maintenance									599		599	1,775		2,288
Printing	517	148							665	382	1,067	34		1,091
Building and household	69	20		4					82	240	332			332
Advertising										50	50			50
Total	\$ 1,780,524	\$ 695,946	\$ 223,788	\$ 1,201,405	\$ 2,258,441	\$ 145,322	\$ 23,506,270	\$ 530,531	\$ 30,319,927	\$ 1,710,832	\$ 32,030,759	\$ 184,513	\$ 58,512	\$ 32,273,784

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets without donor restrictions	\$ 812,345	\$ 312,583
Adjustments to reconcile change in net assets without donor restrictions to net cash from operating activities:		
Depreciation	96,653	103,220
Net realized gain on investments	(9,532)	(25,274)
Net unrealized (gain) loss on investments	201,598	(164,143)
Changes in operating assets and liabilities:		
Accounts receivable	(488,853)	190,186
Due from related party	21,590	17,362
Other current assets	(13,023)	30,049
Accounts payable	220,968	596,142
Refundable advances	1,040,830	71,665
Accrued expenses	7,451	(3,123)
Accrued payroll, benefits and related taxes	(149,765)	95,182
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,740,262</u>	<u>1,223,849</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(56,184)	(12,779)
Purchase of investments	(91,729)	(139,068)
Proceeds from sale of investments	47,614	122,307
NET CASH USED IN INVESTING ACTIVITIES	<u>(100,299)</u>	<u>(29,540)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net payments on line of credit	(150,000)	(252,500)
Proceeds from long term debt	22,470	-
Principal payments on long term debt	(48,122)	(44,186)
NET CASH USED IN FINANCING ACTIVITIES	<u>(175,652)</u>	<u>(296,686)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	1,464,311	897,623
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>1,199,198</u>	<u>301,575</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 2,663,509</u>	<u>\$ 1,199,198</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 50,232</u>	<u>\$ 67,106</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in June 2022, for the period of September 2021 through September 2026.

Method of Accounting

The financial statements of Community Crossroads, Inc. have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

Basis of Presentation

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

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

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

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

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

As of June 30, 2022 and 2021, the Organization had only net assets without donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2022 and 2021. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short term nature of those instruments.

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2022 and 2021 were \$13,839 and \$16,857, respectively.

Investments

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

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Accounts Receivable

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2022 and 2021. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 3 to 30 years. Depreciation expense for the years ended June 30, 2022 and 2021 totaled \$96,653 and \$103,220, respectively.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns and determined that there were no uncertain tax positions as of June 30, 2022 and 2021. With few exceptions, the Organization is subject for three years to income tax examinations by the United States Federal or State tax authorities.

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, benefits, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general, fundraising, and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Contributions

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

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

The Organization had no net assets with donor restrictions at June 30, 2022 or 2021.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2022 and 2021 were approximately \$269,000 and \$367,000, respectively.

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Revenue Recognition Policy

The Organization derives revenue primarily from services provided to their clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payers. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

The Organization determines the transaction price based on standard charges for goods and services provided as well as the state contract rate with third-party payers.

Other Matters

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

During the years ended June 30, 2022 and 2021, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

New Accounting Standards to be Adopted in the Future

In February 2016, the FASB issued ASU 2016-02, *Leases*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements. In consideration of the most recent deferral of the ASU effective date as of the date of these financial statements, the ASU is effective for financial statements issued for fiscal years beginning after December 15, 2021 with early adoption permitted, using a modified retrospective approach. The Organization has not elected early adoption of the provisions of ASU 2016-02 and is currently evaluating its potential impact on its financial statements.

COMMUNITY CROSSROADS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****NOTE 2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 2,663,509	\$ 1,199,198
Accounts receivable	4,044,429	3,555,576
Due from related party	12,412	34,002
Investments	<u>945,938</u>	<u>1,093,889</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 7,666,288</u>	 <u>\$ 5,882,665</u>

It is the Organization's goal to maintain financial assets to meet 30 days of operating expenses, which approximates \$3,063,600 and \$2,644,200, at June 30, 2022 and 2021, respectively.

NOTE 3. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$3,747,000 and \$2,308,000 at June 30, 2022 and 2021, respectively. The total excess amounts are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, there were no uninsured amounts at June 30, 2022 and June 30, 2021.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 89% and 88% of its funding from Medicaid for the years ended June 30, 2022 and 2021, respectively. At June 30, 2022 and 2021, Medicaid accounted for approximately \$3,667,000 and \$3,379,000 of the balance in accounts receivable, respectively.

COMMUNITY CROSSROADS, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

The Organization also received approximately 6% and 9% of its funding from DHHS for the years ended June 30, 2022 and 2021, respectively.

NOTE 4. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2022 and 2021 consists of the following:

	<u>Life In Years</u>	<u>2022</u>	<u>2021</u>
Buildings	25-30	\$ 2,136,722	\$ 2,136,722
Land	N/A	200,096	200,096
Equipment and furniture	3-5	557,828	527,460
Vehicles	5	60,165	89,548
Improvements	10-20	<u>725,566</u>	<u>723,566</u>
		3,680,377	3,677,392
Less accumulated depreciation		<u>(2,462,362)</u>	<u>(2,418,908)</u>
Total property and equipment, net		<u>\$ 1,218,015</u>	<u>\$ 1,258,484</u>

NOTE 5. INVESTMENTS

At June 30, 2022 and 2021, the Organization's investments consist of the following:

	<u>2022</u>		<u>2021</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 608,065	\$ 557,805	\$ 706,082	\$ 573,785
Exchange traded funds	<u>337,873</u>	<u>280,680</u>	<u>387,807</u>	<u>276,225</u>
Total	<u>\$ 945,938</u>	<u>\$ 838,485</u>	<u>\$ 1,093,889</u>	<u>\$ 850,010</u>

Components of Investment Income:

	<u>2022</u>	<u>2021</u>
Interest and dividends	\$ 62,982	\$ 39,209
Investment fees	(12,796)	(11,833)
Realized gain on sale of investments	9,532	25,274
Unrealized gain (loss) on investments	<u>(201,598)</u>	<u>164,143</u>
Total investment income (loss)	<u>\$ (141,880)</u>	<u>\$ 216,793</u>

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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

NOTE 6. FAIR VALUE MEASUREMENTS

ASC 820, "*Fair Value Measurements and Disclosures*", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2022 and 2021.

COMMUNITY CROSSROADS, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Organization at year end.

Exchange Traded Funds: Valued at quoted market prices of shares held by the Organization at year end.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30:

	<u>2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 608,065	\$ -	\$ -	\$ 608,065
Exchange traded funds	<u>337,873</u>	<u>-</u>	<u>-</u>	<u>337,873</u>
Total investments at fair value	<u>\$ 945,938</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 945,938</u>

	<u>2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 706,082	\$ -	\$ -	\$ 706,082
Exchange traded funds	<u>387,807</u>	<u>-</u>	<u>-</u>	<u>387,807</u>
Total investments at fair value	<u>\$1,093,889</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,093,889</u>

COMMUNITY CROSSROADS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****NOTE 7. LONG TERM DEBT**

Long term debt at June 30, 2022 and 2021 consists of the following:

	<u>2022</u>	<u>2021</u>
Note payable to a financial institution in monthly installments of \$384 for principal and interest at 1%. The note is secured by a vehicle and is due December 2026.	\$ 20,281	\$ -
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 5.30%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	76,292	87,163
Adjustable rate mortgage note payable to a bank in monthly installments of \$2,841 for principal and interest at 4.28% for the first five years through October 2022. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due October 2037.	381,512	398,643

COMMUNITY CROSSROADS, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2026, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.	113,107	123,497
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,831 for principal and interest at a rate of 4.57% for the first five years through January 2025. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due January 2045.	<u>307,352</u>	<u>314,893</u>
	898,544	924,196
Less current portion	<u>(53,247)</u>	<u>(46,806)</u>
	<u>\$ 845,297</u>	<u>\$ 877,390</u>

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

Year Ended <u>June 30</u>	<u>Amount</u>
2023	\$ 53,247
2024	55,395
2025	57,638
2026	59,975
2027	60,115
Thereafter	<u>612,174</u>
	<u>\$ 898,544</u>

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 8. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The LOC is subject to annual renewal. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The interest rate at June 30, 2022 and 2021 was 4.75% and 3.25%, respectively. There was an outstanding balance of \$99,653 and \$249,653 at June 30, 2022 and 2021, respectively.

NOTE 9. REFUNDABLE ADVANCES

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget.

At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$129,292 and \$206,623 at June 30, 2022 and 2021, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor obligations being met aggregated \$1,118,161 as of June 30, 2022.

NOTE 10. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. The Plan does allow an annual employer discretionary matching contribution, pending the Organization's board of directors' approval. For the years ended June 30, 2022 and 2021, there were no employer discretionary matching contributions.

COMMUNITY CROSSROADS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****NOTE 11. SPECIAL EVENTS AND FUNDRAISING**

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising as of:

	<u>2022</u>	<u>2021</u>
Golf tournament revenue	\$ 35,980	\$ 24,536
Less: golf tournament expenses	<u>(19,459)</u>	<u>(15,340)</u>
Net golf tournament revenue	<u>16,521</u>	<u>9,196</u>
Gaming activities	35,754	144,189
Less: gaming activities expenses	<u>(1,798)</u>	<u>(7,395)</u>
Net gaming activities revenue	<u>33,956</u>	<u>136,794</u>
Other special events revenue	-	1,500
Less: other special events expenses	<u>-</u>	<u>(219)</u>
Net other special events revenue	<u>-</u>	<u>1,281</u>
Special events and fundraising, net	<u>\$ 50,477</u>	<u>\$ 147,271</u>

NOTE 12. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$844,000 and \$875,000 as of June 30, 2022 and 2021, respectively.

NOTE 13. FISCAL AGENT

During the year ended June 30, 2019, the Organization began serving as the fiscal agent for another non-profit Organization. The funds held by the Organization were approximately \$23,100 and \$4,700 as of June 30, 2022 and 2021, respectively. Additionally, the Organization is responsible for planning and coordinating the Family Support Conference for the State of New Hampshire. The Organization received \$40,000 and \$40,571 from the State of New Hampshire for the years ended June 30, 2022 and 2021, respectively, for managing this conference. These amounts are included in other revenues in the statements of activities for both years. The funds held by the Organization for the conference were approximately \$69,000 as of June 30, 2022 and 2021. No asset or liability has been recorded for these amounts.

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 14. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2021, the Organization received grant revenue of \$904,136 and expended \$904,136 under the grant through payroll and subcontractor expenses.

NOTE 15. AMERICAN RESCUE PLAN ACT

During March 2022, the Organization received funds from the State of New Hampshire Department of Health and Human Services from the American Rescue Plan Act to be used for recruitment, retention, and training programs (RRTP) for direct support workers (DSWs), direct support professionals (DSPs), and immediate supervisors. These were funds allocated for case management agencies for their employees and to pass funds through to subcontractors. During the year ended June 30, 2022, the Organization received \$1,751,952 and expended \$1,137,601. Refundable advances of \$614,351 related to the program has been recorded as a liability on the statement of financial position as of June 30, 2022.

NOTE 16. PROVIDER RELIEF FUND

During November 2021 and January 2022, the Organization received funds from the U.S. Department of Health and Human Services from the Provider Relief Fund. These were funds allocated for eligible providers who diagnose, test, or care for individuals with possible or actual cases of COVID-19 and have health care related expenses and lost revenue attributable to COVID-19. During the year ended June 30, 2022, the Organization received \$665,760 and expended \$161,950. Refundable advances of \$503,810 related to the program has been recorded as a liability on the statement of financial position as of June 30, 2022.

NOTE 16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 17. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through December 2, 2022, which is the date the financial statements were available to be issued.

Subsequent to year end, the Organization purchased real estate in the amount of \$279,840.

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Funded Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Property Management	Fundraising	Other Non- DHHS Programs	2022 Total
Medicaid	\$ 849,691	\$ 143,774	\$ 198,118	\$ 346,885	\$ 3,862,947	\$ -	\$ 27,647,308	\$ 1,008,560	\$ 33,855,083	\$ -	\$ 33,855,083	\$ -	\$ -	\$ -	\$ 33,855,083
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,722,930	1,722,930	-	-	-	1,722,930
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	1,716,749	1,716,749	-	-	-	1,716,749
Federal grants - DHHS	-	-	-	373,162	-	68,328	-	-	441,510	-	441,510	-	-	-	441,510
Rental income	-	-	-	-	-	-	-	-	-	-	-	190,008	-	-	190,008
Production/service income	-	-	-	-	-	-	-	-	-	105,402	105,402	-	-	-	105,402
Residential fees	-	-	-	-	-	-	91,520	-	91,520	-	91,520	-	-	-	91,520
Client resources	1,951	-	-	-	12,179	-	88,733	-	80,863	-	80,863	-	-	-	80,863
Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	71,734	-	71,734
Interest and dividends, net	-	-	-	-	-	-	-	-	-	41,096	41,096	9,090	-	-	50,186
Other revenues	-	-	27,479	-	-	-	-	-	27,479	21,654	49,133	-	-	-	49,133
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	9,532	9,532
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	(201,598)	(201,598)
Total	\$ 851,642	\$ 143,774	\$ 223,597	\$ 719,867	\$ 3,875,126	\$ 68,328	\$ 27,805,561	\$ 1,008,560	\$ 34,496,455	\$ 3,607,831	\$ 38,104,286	\$ 199,098	\$ 71,734	\$ (192,066)	\$ 38,183,052

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2021**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Funded Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Property Management	Fundraising	Other Non- DHHS Programs	2021 Total
Medicaid	\$ 860,238	\$ 142,782	\$ 194,763	\$ 319,465	\$ 3,287,260	\$ -	\$ 23,257,189	\$ 752,488	\$ 28,814,185	\$ -	\$ 28,814,185	\$ -	\$ -	\$ -	\$ 28,814,185
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,649,170	1,649,170	-	-	-	1,649,170
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	28,302	28,302	-	-	-	28,302
Federal grants - DHHS	-	-	-	205,840	271,240	17,588	632,896	-	1,127,564	-	1,127,564	-	-	-	1,127,564
Rental income	-	-	-	-	-	-	-	-	-	-	-	183,115	-	-	183,115
Production/service income	-	-	-	-	-	-	-	-	-	98,500	98,500	-	-	-	98,500
Residential fees	-	-	-	-	-	-	113,397	-	113,397	-	113,397	-	-	-	113,397
Client resources	-	-	-	-	12,783	-	100,491	-	113,254	-	113,254	-	-	-	113,254
Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	170,225	-	170,225
Interest and dividends, net	-	-	-	-	-	-	-	-	-	19,588	19,588	7,788	-	-	27,376
Other revenues	-	18,395	-	-	-	-	-	-	18,395	53,467	71,862	-	-	-	71,862
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	25,274	25,274
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	164,143	164,143
Total	\$ 860,238	\$ 161,177	\$ 194,763	\$ 525,305	\$ 3,571,263	\$ 17,588	\$ 24,103,973	\$ 752,488	\$ 30,186,795	\$ 1,849,027	\$ 32,035,822	\$ 190,903	\$ 170,225	\$ 189,417	\$ 32,586,367

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>ASSISTANCE LISTING NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. Department of Education</u>				
Rehabilitation Services - Vocational Grants to States	84.126A	State of NH Department of Education	06-56-56-565010- 25380000-102-500731	\$ 51,192
Special Education - Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	<u>441,510</u>
Total U.S. Department of Education				<u>492,702</u>
<u>U.S. Department of Health & Human Services</u>				
Provider Relief Fund	93.498	Direct award	N/A	161,950
Social Services Block Grant	93.667	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7858	39,166
<u>MEDICAID CLUSTER</u>				
ARPA Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	N/A	<u>1,137,601</u>
Total U.S. Department of Health & Human Services				<u>1,338,717</u>
TOTAL				\$ <u>1,831,419</u>

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY CROSSROADS, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

NOTE 1 BASIS OF PRESENTATION

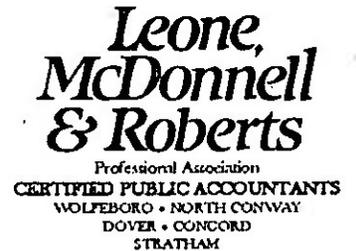
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Crossroads, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Crossroads, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

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



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

To the Board of Directors of
Community Crossroads, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Crossroads, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 2, 2022.

Report on Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

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

Community Crossroads, Inc.'s Response to Findings

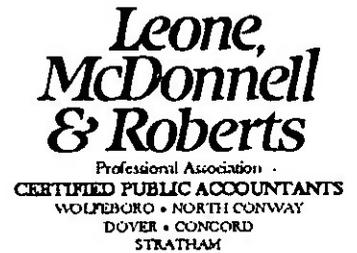
Government Auditing Standards requires the auditor to perform limited procedures on Community Crossroads, Inc.'s response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Community Crossroads, Inc.'s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

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

*Leone McDonnell & Roberts
Professional Association*

Dover, New Hampshire
December 2, 2022



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

To the Board of Directors of
Community Crossroads, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Community Crossroads, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Crossroads, Inc.'s major federal programs for the year ended June 30, 2022. Community Crossroads, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Community Crossroads, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Community Crossroads, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Community Crossroads, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Community Crossroads, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Community Crossroads, Inc.'s compliance based on our audit. 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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Community Crossroads, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Community Crossroads, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Community Crossroads, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Community Crossroads, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

*Leone McDonnell & Roberts
Professional Association*

Dover, New Hampshire
December 2, 2022

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Crossroads, Inc. were prepared in accordance with GAAP.
2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Crossroads, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Crossroads, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The program tested as a major program was: U.S. Department of Health and Human Services; Medical Assistance Program, ALN 93.778 (Medicaid Cluster).
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Crossroads, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENT AUDIT

MATERIAL WEAKNESS

2022-001 – Proper cut-off not achieved in relation to accounts receivable

Criteria: Internal controls should be in place to ensure that proper cut-off is achieved in relation to accounts receivable.

Condition: A material adjusting journal entry was required as a result of procedures not being in place to ensure proper cut-off is achieved.

Cause: Internal controls are not currently in place to ensure that proper cut-off is achieved in relation to accounts receivable.

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

Recommendation: Procedures should be implemented to ensure that proper cut-off is achieved at year-end.

Views of Responsible Officials: We recognize that we did not reach proper cut off for FY2022. During this process, we realized a timing issue we were not previously aware of in relation to when an item releases from "pending" and is recognized in accounts receivable. Now that we are aware of such an issue, we have altered our closing to include a process to recognize this change and account for it.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY CROSSROADS, INC.

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2022**

MATERIAL WEAKNESSES

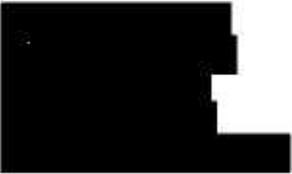
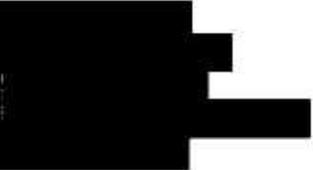
2021-001 – Proper cut-off not achieved in relation to accounts receivable and accounts payable, lack of reconciliations

Condition: Material adjusting journal entries were required as a result of timely and accurate reconciliations not being kept and procedures not being in place to ensure proper cut-off is achieved.

Recommendation: Procedures should be implemented to ensure that proper cut-off is achieved at year-end and accounts receivable and accounts payable are reconciled between the general ledger and aging reports.

Current Status: The recommendation has not been adopted. Although there has been improvement, there was a similar finding in the 2022 audit.

Board of Directors

Board Member	Contact Information	Committee	Member/ Officer	Affiliation
James Watson		Finance Executive Strategic Planning	President	Consumer
Barbara Strzykalski		Finance Executive Development	Vice President	Consumer
John DeBaun		Finance Committee Development Committee	Treasurer	
Cathy Forgit		Executive Committee Human Rights Development	Secretary	Consumer
Kenneth Ferreira Jr.		Finance Executive Strategic Planning	Past President	Consumer
Lorraine Butler		Self- Advocacy	Member	Consumer
Kathleen Dayotis		Development Committee	Member	

James Dickerson, DMD		Development Committee	Member	
Carsten Krause			Member	Consumer
Elaine Lavin		Quality Assurance	Member	Consumer
Jadine Levesque		Self- Advocacy	Member	Consumer
Cathy Spinney		Self- Advocacy	Member	Consumer
Shannon Webster		Family Support Council	Member	Consumer
Nadine White		Self- Advocacy	Member	
Connie Young		Development	Member	

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Thirty-eight-year career in Human Services in support of people with developmental disabilities.
- Twenty-five years' experience in senior management
- Managed agency operations of over 160 employees with an annual operating budget of \$37 million.

Experience

2022 – Present

Community Crossroads, Inc. Atkinson, NH
President, CEO

Serve as the CEO of a non-profit corporation with an operating budget of \$37 million, serving 1,600 individuals and families. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to contract as an External Service Coordination Agency while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders, elders, & adults with chronic health conditions.

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Executive Vice President

- Organizational operations and services to over 1,000 Individuals with developmental disabilities and acquired brain disorders and their families, and adult & seniors with chronic health conditions.
- Report directly to the Chief Executive Officer.
- Oversight of \$29 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

Community Support Network Inc.(CSNI) Concord NH
Director of Special Projects

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative

Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.

- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director and responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

Director of Service Coordination

- Held senior management position reporting to the Executive Director.
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

1987-1992

Vocational Services Director

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

Education

2006 Masters Degree in Business Administration

Franklin Pierce College

Rindge NH

1986 Bachelors of Arts Degree in Human Services Administration

Merrimack College, North Andover, Ma

1980 Associates of Science Mental Health Technology

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2017 Award: Inductee to Greater Haverhill Tribute To Women.
- 2010 Brain Injury Association of New Hampshire Board
- 2013 – Present Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

Jennifer Chisholm

Education

2008-2010 University of Massachusetts, Boston Boston, MA

Master of Education in School Counseling

- Graduated Magna cum laude

2003-2007 University of New Hampshire Durham, NH

Bachelor of Arts in English Teaching

2021.

Certified Lactation Counselor (CLC) The Healthy Children Project Center for Breastfeeding Cape Cod, MA

June 2022-Present Community Crossroads, Inc Atkinson, NH

Executive Vice President

- Carry out the mission, vision, and strategic direction of the agency: articulating the mission, vision, and goals of the organization to staff and the community
 - Provide leadership in developing program and organization plans
 - Inspire, encourage, direct, and support staff to achieve the organization's mission
 - Ensure agency compliance with state and federal regulations applicable to services
 - Assure the quality of and satisfaction with services being provided by Community Crossroads through subcontract agencies
 - Provide thorough and timely agency communication to the Bureau of Developmental Services
 - Supervise and oversee team of directors who supervise various aspects of area agency roles including service coordination, clinical services, quality improvement, children and family services, and participant directed and managed services
-

July 2016-June 2022 Community Crossroads, Inc. Atkinson, NH

Director of Clinical Services

- Manage and oversee clinical department including directly supervising clinical coordinators/intensive services coordinators
- Provide clinical consultation and guidance to agency employees regarding individuals with intellectual/developmental diagnoses and mental health symptoms, as well as complex and high-risk needs
- Represent agency in a clinical capacity in statewide efforts and committees to improve the lives and supports for individuals with intellectual/developmental disabilities and complex mental health needs, such as the Community of Practice and Statewide Risk Management Committee
- Join in collaborative care efforts with the partnering mental health center to improve the continuum of care across disciplines for individuals with dual diagnoses
- Co-chair the Behavior Review Committee, subcommittee of the Human Rights Committee to review, discuss, and approve positive behavior support plans
- Chair the Local Risk Management Committee to review and discuss individuals with high risk needs

[REDACTED]

Jennifer Chisholm

- Collaborate with other area agency directors to ensure the needs of the agency and those it supports are fulfilled

2011-2016

Community Crossroads, Inc./Center for START
Services

Atkinson, NH

START Team Leader/Clinical Coordinator

- Provide clinical consultation to agency employees regarding individuals with intellectual/developmental diagnoses and mental health symptoms, as well as complex and high risk needs
- Represent agency in a clinical capacity in statewide efforts and committees to improve the lives and supports for individuals with intellectual/developmental disabilities and complex mental health needs
- Join in collaborative care efforts with the partnering mental health center to improve the continuum of care across disciplines for individuals with dual diagnoses
- Provide START services to individuals throughout the state of NH
- Directly train and supervise NH START Coordinators
- Co-chair the Human Rights Committee to review, discuss, and approve positive behavior support plans

2008-2010

Newburyport Public Schools

Newburyport, MA

School Counseling Intern

- Provide emotional and educational support to middle and high school students
- Lead therapeutic groups regarding coping skills, stress management, peer relationships, and emotional regulation
- Provide ongoing support and feedback in classroom settings for students regarding social and educational needs

TRAININGS AND PRESENTATIONS

- 2022 Franklin Pierce University Not for Profit Leadership Training 2.0 (in progress)
- 2021 Continuum of Collaborative Care Virtual Training Series (April, May, June 2021; Presenter)
- 2020 Franklin Pierce University Not for Profit Leadership Training graduate
- National Association of the Dually Diagnosed Ohio Conference 2019: Breakout Session; Presenter
- START National Training Institute 2018: Poster Presentation; Presenter
- NH Intensive Treatment Services Summit 2018; Presenter
- NH Intensive Treatment Services Summit 2017; Presenter
- Continuity of Care through Strengthened Interagency Collaboration; Presenter
- Supporting Individuals with IDD and Mental Health Needs: Practical Clinical Approaches; Presenter
- Interagency Collaborative Trainings 2014-Present, various topics regarding dual diagnoses and collaboration between the area agencies and community mental health centers; Presenter

TANYA L. HART NEWKIRK
[REDACTED]

WORK SUMMARY

COMMUNITY CROSSROADS – ATKINSON, NH – JULY 2020 – CURRENT

CHIEF FINANCIAL OFFICER

- Monitor and Review accounting records for A/P, A/R, Cash, Payroll and accounting systems
- Financial Analysis reporting and recommendations to President/CEO and Finance Committee
- Monitor and Review financial reports for contractors and assist in their compliance with state regulation including Annual Vendor Contracts and Funding Agreements
- Maintain and develop processes and procedures for the Finance Department
- Review Business Operating systems and recommend and implement upgrades
- Work Collaboratively with outside agencies such as DHHS, Department of MH, and BDS
- Oversee annual operating budget
- Responsible for audits, taxes and other corporate needs including Uniform Guidance Audits, Annual Audits and Retirement Plan (403B)
- Work closely with agency departments to assure access to benefits is maintained
 - Complete Prior Authorizations and Updating Systems
- Provide oversight for business office and Rep Payee staff

NEW HAMPSHIRE SPCA – STRATHAM, NH – FEBRUARY 2019 – AUGUST 2020

Director of Administration and Programming

- Maintain and develop agency policies and procedures (SOP's)
- Fiscal budget planning for departments.
 - Created tracking systems for individual programs to strategize increasing revenue and decreasing expenses
- Planning, coordinating, and organizing special projects
- Responsible for Human Resources function for the agency including:
 - Completed a project updating and streamlining HR onboarding/offboarding process.
 - Established EAP program and first ever employee benefits fair.
- Manage all aspects of agency network and information management systems.
- Planned, designed, and completed replacement of all networking equipment, PC's, and VoIP phone system, including RFP process and proposals.
- Oversee and manage Learning Center programming including Humane Education and Behavior & Training Department.
- Provide supervision to administrative, business, and programming staff
- Member of Senior Leadership Team
- Represent the NHSPCA on several internal/external committees including NHDART (Statewide Disaster Response), Safety Committee and Chair of Employee Enrichment Committee.

TANYA L. HART NEWKIRK

ONE SKY COMMUNITY SERVICES - PORTSMOUTH, NH - SEPTEMBER 2010 – FEBRUARY 2019

Associate Director of Operations, May 2017 – February 2019

- Responsible for ensuring accurate completion PA Process and all Program Budgets.
- Assist in strategic planning, meeting agency goals and initiatives.
- Project Manager assigned to create and oversee the implementation of the agency's first cloud-based case management system
- Direct special projects related to the financial management of several expense and revenue generating activities (SSL, PDMS, Respite, Waitlist)
- Create and review annual vendor contracts
- Develop and design agency process and procedures increasing efficiency across multiple departments.
- Creation and Implementation of Internal and External Processes to maximize efficiency and effectiveness
- Provide Oversight and Supervision of Rep Payee Department and Director of Benefits and staff as well as Provide Oversight and Supervision of Intake Coordinator and all services related Early Support Services, Transfers, and Intake Procedures
- Represents agency on various local and state committees (ESS, NH CarePath, SMS, BDS IT Group, etc.)
- Interview, Hire, Train and oversee new staff. Review and Approve staff timecards
- Creation and Implementation of many special events including, Employee Retreats, Client Events, Staff Events

PDMS Account Manager, Adult Services Supervisor – October 2012 – April 2017

- Complete coordination of all aspects of services for individuals with intellectual disabilities utilizing the ABD (Acquired Brain Disorder) and CCW (Community Care Waiver) programs.
- Account Manager for 100+ individual Person Developed and Managed Services (PDMS) budgets totaling between \$4-\$5 million.
- Fiscal responsibilities of reconciling monthly family budget reports as well as year-end processing.
- Responsible for initiating all payables and securing documentation to allowing billing to Medicaid for reimbursement for approved services.
- Supervision and training of PDMS Service Coordinators
- Onboarding of all new PDMS Service Coordinators
- Program and material development for new programs and ongoing presentations aimed at education
- LEAN Greenbelt Training
- Provide Rep Payee services for clients including troubleshooting Medicaid, Medicare, and Social Security Benefits.

Service Coordinator - September 2010 – September 2011

- Complete coordination of all aspects of services for individuals with intellectual disabilities utilizing the ABD (Acquired Brain Disorder) and CCW (Community Care Waiver) programs.

TANYA L. HART NEWKIRK

VOLUNTEERS OF AMERICA – MAINE AND COLORADO, 2002 – 2007

Case Manager Maine Correctional Center Windham, ME - April 2007 - June 2008

Youth Services Coordinator, Bannock Youth Center, Denver, CO - June 2006 – December 2006

Case Manager - Day Reporting Center, Lewiston, ME - March 2002 – February 2006

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

Master's in Business Administration, 2017

HESSER COLLEGE

Bachelor of Science in Accounting, 2010

Associate in Accounting, 2009

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Cynthia Mahar	President/CEO	\$180,000.08
Jennifer Chisholm	Executive Vice President	\$104,253.76
Tanya Hart Newkirk	Chief Financial Officer	\$134,254.12