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

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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June 5, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Sole Source** contract with Developmental Services of Sullivan County, (VC#167142-B001), Claremont, NH to provide developmental disability and acquired brain disorder services, with an individual price limitation of $1,813,658, 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. 8.62% Federal Funds. 91.38% 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 967 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.

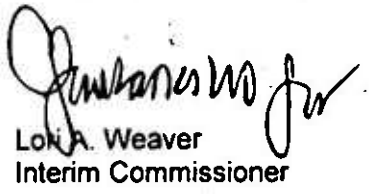
Should the Governor and Council not authorize this request, the Area Agency will not be able to fully provide the functions of the Organized Health Care Delivery System operated by the Department and as laid out in RSA 171-A. As a result, individuals with developmental disabilities and acquired brain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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	$236,916.00
2025	102-500731	Contracts for program services	93007013	$236,916.00
			Subtotal	***$473,832.00***

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)

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

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007014	$91,765.00
2025	102-500731	Contracts for program services	93007014	$91,765.00
			Subtotal	***$183,530.00***

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)

Attachment A

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	93007852	$78,148.00
2025	074-500585	Grants for Pub Asst and Relief	93007852	$78,148.00
			Subtotal	*$156,296.00*

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)

Developmental Services of Sullivan County (Vendor Code 167142-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)

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

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

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017016	$0.00
2025	102-500731	Contracts for program services	93017016	$0.00
			Subtotal	*$0.00*
			Subtotal R2 Contract Funds	*$813,658.00*

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	*$1,813,658.00*

FORM NUMBER P-37 (version 12/11/2019)

Subject: Area Agency (SS-2024-DLTSS-01-AREAA-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Developmental Services of Sullivan County		1.4 Contractor Address 654 Main St., Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-8706	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7100 05-95-93-930010-3677 05-95-93-930010-3674	1.7 Completion Date 6/30/2025	1.8 Price Limitation $1,813,658
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patricia Witthaus 29BDFFD10506425... Date: 6/1/2023		1.12 Name and Title of Contractor Signatory Patricia Witthaus Vice Chair	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 1223A24040DF405... Date: 6/1/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74373484494140D... On: 6/7/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS PW
Date 6/1/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS PW

Date 6/1/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials PW

Date 6/1/2023

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.

Contractor Initials DS PW

Date 6/1/2023

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

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.

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.

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

		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.

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.

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.

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.
	Record Retention	

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

(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;

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) programing.

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

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, conducted by the Department, to determine compliance with

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

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.

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

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.

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;

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 employee 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

purposes outlined in He-M 519 (c).

8. Reporting

8.1. The Contractor must enter all service activity, for individuals over the age of three (3) years, into the Department-approved database once per month, at a minimum. The Contractor must ensure data includes:

8.1.1. Complete intake processing;

8.1.2. A functional screen for a Level of Care (LOC) assessment for application for Waiver services;

8.1.3. Dates and types of Waiver services requested;

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

8.1.5. Accurate and non-duplicative data.

8.1.6. Other information as requested and required by the Department.

8.2. The Contractor must notify the Department within 30 calendar days after an individual exits the service delivery system. The Contractor must ensure notification includes, but is not limited to:

8.2.1. Name of the individual.

8.2.2. Last date that the individual received services.

8.2.3. Services made available to the individual.

8.2.4. Services actually provided to the individual.

8.2.5. Reasons the individual has exited the service delivery system.

8.3. The Contractor must participate in meetings with the Department, as requested by the Department, with advance notice of at least one (1) business day.

8.4. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the Department's satisfaction, required monthly compliance reports.

8.5. <u>DAADS Reporting</u>

8.5.1. The Contractor must complete and submit monthly DAADS information to the Department as directed by the Department.

8.6. <u>Family Support Services and non-Medicaid Respite Services Reporting</u>

8.6.1. The Contractor must submit monthly Family Support and Respite information to the Department, in a format approved by the Department, that includes, but is not limited to:

8.6.1.1. Unduplicated number of families served.

8.6.1.2. Unduplicated number of families provided with non-Medicaid respite services.

8.6.1.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.

8.6.2. The Contractor must provide the Department with aggregate, non-identifiable data relative to Family Support Services and Respite Services.

8.6.3. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

8.7. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

9. Performance Measures

9.1. Contract performance will be measured through the review of monthly reports, required audits, performance reviews, as applicable, and regularly scheduled meetings with the Department to evaluate the quality and efficacy of services provided to individuals with a developmental disability and/or an acquired brain disorder which promote the individual's personal development, independence, and quality of life.

9.2. <u>Performance Measures specific to Family Support Services and Respite Services</u>

9.2.1. The Contractor shall identify a baseline number of families able to access respite when needed; in SFY 2024 and increase this percentage in SFY 2025.

9.2.2. The Contractor must ensure 75% of families report satisfaction with family support services, when completing an annual satisfaction survey.

10. Background Checks

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

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

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

11. Continuity of Operations Planning (COOP)

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

12. Disaster Recovery Plan

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

13. Privacy Impact Assessment

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

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

13.1.1. How PII is gathered and stored;

13.1.2. Who will have access to PII;

13.1.3. How PII will be used in the system;

13.1.4. How individual consent will be achieved and revoked; and

13.1.5. Privacy practices.

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

14. State Owned Devices, Systems and Network Usage

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

14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;

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

14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

14.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;

14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

14.1.9. Agree when utilizing the Department's email system:

14.1.10. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

14.1.11. Include in the signature lines information identifying the End User as a non-Department workforce member; and

14.1.12. Ensure the following confidentiality notice is embedded underneath the signature line:

14.1.13. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately, delete this electronic message and any attachments from your system, and do not share any information viewed with anyone. Thank you for your cooperation."

14.1.14. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

14.1.15. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

14.1.16. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.

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

14.1.18. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

14.1.19. Notify the State a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately

15. Website and Social Media

15.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

15.2. The Contractor agrees that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

16. Contract End-of-Life Transition Services

16.1. General Requirements

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

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

16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created utilizing state funds (people or money) to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

16.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

16.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

16.2. Completion of Transition Services

16.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

16.3. Disagreement over Transition Services Results

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

17. Maintenance of Fiscal Integrity

17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

17.1.1. Balance Sheet.

17.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

17.1.2.1. All revenue sources and expenditures; and

17.1.2.2. A budget column allowing for budget to actual analysis.

17.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

17.1.3.1. All revenue sources and all related expenditures for the Program; and

17.1.3.2. A budget column allowing for budget to actual analysis.

17.1.3.3. Cash Flow Statement.

17.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

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

17.3.1. Days of Cash on Hand:

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

17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

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

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

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

17.3.3. Debt Service Coverage Ratio:

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

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

17.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

17.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

17.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

17.3.4. Net Assets to Total Assets:

17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

17.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

17.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

17.3.4.4. Source of Data: The Contractor's monthly financial statements.

17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

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

17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then

17.4.3. The Contractor must:

17.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

17.4.3.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

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

18. Exhibits Incorporated

18.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

19. Additional Terms

19.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

19.2.1. The Contractor must submit, within 45 days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

19.3. Credits and Copyright Ownership

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

services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

19.3.3.1. Brochures.

19.3.3.2. Resource directories.

19.3.3.3. Protocols or guidelines.

19.3.3.4. Posters.

19.3.3.5. Reports.

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

19.4. Operation of Facilities: Compliance with Laws and Regulations

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

20. Records

20.1. The Contractor must keep records that include, but are not limited to:

20.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

20.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

20.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 8.62% 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. 91.38% 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 transiton period towards full compliance with direct bill requirements, in order to ensure access to services, the Contractor with Department approval, may continue to bill for Medicaid qualified services for those organizations that may not be fully enrolled as a provider. The Contractor shall pass the claim amounts received for Medicaid qualified services, less a Department approved fee, to the provider. Supporting documentation of the pass through disbursement may be requested at the discretion of the Department.
5. **Payment Terms Respective to Area Agency Services**
   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibits C-1 SFY24 Regional FCESS Training Budget through C-12 SFY25, General Funds Budget.
   5.2. Services under this section include:

5.2.1. Regional FCESS Training;

5.2.1.1. The Contractor agrees that Family Centered Early Supports and Services (FCESS) training funds are equitablely 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 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

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. Asessments.

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 resports identified in Exhibit B to the Department's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports must be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

5.5.2. Until the Contractor submits, to the Department's satisfaction, a plan of action to correct material findings noted in a Department Financial Review, in Exhibit B, Section 17.

5.5.3. If routine Department monitoring, a Quality Assurance Survey, a Program Certification Review, or Department Financial Reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Correction Action Plan(s) or to the Department's satisfaction.

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

5.8. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:

5.8.1. One (1) budget that specifies expenses for the period from July 1, 2024 through June 30, 2025, as follows:

5.8.1.1. Exhibit C-7, SFY25 FCESS Training Budget;

5.8.1.2. Exhibit C-8, SFY25 FCESS EI Programming Budget;

5.8.1.3. Exhibit C-9, SFY25 Part C Funding Budget;

5.8.1.4. Exhibit C-10, SFY25 FCESS Supplemental Services Budget;

5.8.1.5. Exhibit C-11, SFY25 Family Support Council and Non-Medicaid Respite Budget; and

5.8.1.6. Exhibit C-12, SFY25 General Funds Budget.

5.9. The Department shall not make payments to the Contractor without an approved, associated budget, as detailed in Sections 5.7 and 5.8 above.

5.10. The Contractor must submit an invoice for the services identified in Section 5.2, with supporting documentation to the Department no later than the 15th working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:

5.10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

5.10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

5.10.3. Identifies and requests payment for allowable costs incurred in the previous month.

5.10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DHHS.BDSINVOICES@dhhs.nh.gov or mailed to:

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

5.11. The Department shall make payments to the Contractor within 30 days of approval of the submitted invoice and if sufficient funds are available.

5.12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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 & Eligiblity:

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 & Eligiblity 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. <u>Designated Area Agency Delivery System (DAADS):</u>

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) eligibile and receiving a monthly Waiver service, as outlined in each of the BDS 1915 (c) Approved Waivers.

7.3.2. The Contractor must provide documentation to the Department, as requested, to support the provision of DAADS functions.

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

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 eligibe to receive AA services.

7.4.3. The Contractor will receive one (1) Eligibility Medicaid payment per individual's lifetime.

7.4.4. The Contractor agrees billings shall occur on at least a monthly basis and shall follow a process determined by the Department.

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

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

10. Audits

10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

10.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

10.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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

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: Developmental Services of Sullivan County

DocuSigned by:
Patricia Witthaus
25BDFFD18C00425...

6/1/2023
Date

Name: Patricia Witthaus
Title: Vice Chair

DS
PW
Vendor Initials

6/1/2023
Date

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: Developmental Services of Sullivan County

6/1/2023
Date

DocuSigned by:
Patricia Witthaus
280DFFD1C0B42...
Name: Patricia Witthaus
Title: Vice Chair

DS
PW
Vendor Initials

6/1/2023
Date

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

Contractor Initials DS PW
Date 6/1/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Developmental Services of Sullivan County

6/1/2023
Date

DocuSigned by:
Patricia Witthaus
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Name: Patricia Witthaus
Title: Vice Chair

DS
PW
Contractor Initials

6/1/2023
Date

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.

DS
PW

Contractor Initials _____

Date 6/1/2023

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Developmental Services of Sullivan County

6/1/2023
Date

DocuSigned by:
Patricia Witthaus
298DFFD10300423...
Name: Patricia Witthaus
Title: Vice Chair

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: Developmental Services of Sullivan County

6/1/2023
Date

DocuSigned by:
Patricia Witthaus
29BDFFD10300423...
Name: Patricia Witthaus
Title: Vice Chair

DS
PW
Contractor Initials
6/1/2023
Date

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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Developmental Services of Sullivan County
The State	Name of the Contractor
DocuSigned by: Melissa Hardy 1323A24040DF495...	DocuSigned by: Patricia Witthaus 29BDFFD10300423...
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Patricia Witthaus
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	Vice Chair
Title of Authorized Representative	Title of Authorized Representative
6/1/2023	6/1/2023
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: Developmental Services of Sullivan County

6/1/2023
Date

DocuSigned by:
Patricia Witthaus
Name: Patricia Witthaus
Title: Vice Chair

DS
PW
Contractor Initials
Date 6/1/2023

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: U1V7VG1EVFF5

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS PW

Date 6/1/2023

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.

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.

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

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.

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.

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

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any 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.

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;

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

DocuSign Envelope ID: 5FD33E9E-A524-4685-AD00-F54CB5E4A9BA

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 DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66014**

Certificate Number: **0006235424**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Susan Parry, 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 Developmental Services of Sullivan County
(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 Patricia Witthaus, Board Vice Chair (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Developmental Services of Sullivan County 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: June 1, 2023

Signature of Elected Officer
Name: Susan Parry
Title: Secretary/Treasurer

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2023

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

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

PRODUCER
Brown & Brown of New Hampshire, Inc.
309 Daniel Webster Highway
Merrimack NH 03054

CONTACT NAME: Laura MacDonald
PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (866) 848-1223
E-MAIL ADDRESS: Laura.MacDonald@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Company	18058
INSURER B :	QBE Insurance Corporation	
INSURER C :	Mount Vernon Fire Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Developmental Services of Sullivan County Inc
DBA Pathways of the River Valley
654 Main Street
Claremont NH 03743

COVERAGES CERTIFICATE NUMBER: 2022-2023 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2429407	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2429410	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB819942	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		QWC3000926	11/14/2022	11/14/2023	[X] PER STATUTE [ ] OTH-ER	3A State: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors & Officers			NDO2554265H	06/30/2022	06/30/2023	Each Claim	$3,000,000
							Aggregate	$3,000,000

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

Mark Mills excluded from Workers Compensation Coverage

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura MacDonald

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Our Mission

Developmental Services of Sullivan County, d/b/a Pathways of the River Valley is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide services in the spirit of partnership and respect.

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Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY d/b/a PATHWAYS OF THE RIVER VALLEY

FOR THE YEARS ENDED
JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Developmental Services of Sullivan County
d/b/a PathWays of the River Valley

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Developmental Services of Sullivan County d/b/a PathWays of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses (with prior year comparative), 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 Developmental Services of Sullivan County d/b/a PathWays of the River Valley 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 audit in accordance with auditing standards generally accepted in the United States of America. 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 Developmental Services of Sullivan County d/b/a PathWays of the River Valley 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 Developmental Services of Sullivan County d/b/a PathWays of the River Valley'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 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, 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 Developmental Services of Sullivan County d/b/a PathWays of the River Valley'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 Developmental Services of Sullivan County d/b/a PathWays of the River Valley'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.

Report on Summarized Comparative Information

We have previously audited Developmental Services of Sullivan County d/b/a PathWays of the River Valley's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
March 7, 2023

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DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 4,143,745	$ 2,608,406
Accounts receivable, net	1,187,219	1,098,827
Prepaid expenses	33,708	24,830
Total current assets	5,364,672	3,732,063
NONCURRENT ASSETS		
Property, equipment and vehicles, net	1,279,799	1,323,544
Security deposits	7,444	7,694
Investment in insurance captive	78,924	78,924
Total noncurrent assets	1,366,167	1,410,162
TOTAL ASSETS	$ 6,730,839	$ 5,142,225

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 91,398	$ 84,380
Accounts payable and accrued expenses	1,700,694	1,856,743
Refundable advance	649,170	-
Total current liabilities	2,441,262	1,941,123
LONG TERM LIABILITIES		
Long term debt, net of current portion shown above	249,461	340,048
Total long term liabilities	249,461	340,048
Total liabilities	2,690,723	2,281,171
NET ASSETS WITHOUT DONOR RESTRICTIONS	4,040,116	2,861,054
TOTAL LIABILITIES AND NET ASSETS	$ 6,730,839	$ 5,142,225

See Notes to Financial Statements

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DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
PUBLIC SUPPORT AND REVENUE		
Medicaid	$ 24,762,777	$ 23,092,248
Client and program fees	400,061	438,984
Division of Mental Health and Developmental Services	302,476	291,301
Grants	931,616	738,532
Contributions	7,771	16,189
Investment return	6,631	1,812
Gain on sale of property	700	-
Other	64,137	1,130,371
Total public support and revenue	26,476,169	25,709,437
EXPENSES		
Program Services		
State of NH COVID-19 Passthrough Funds	904,116	721,907
Service coordination	999,693	1,064,666
Combined day services	1,382,041	1,402,737
Early support services	530,688	520,005
Enhanced family care	3,737,435	3,422,867
Independent living	3,025,865	3,073,583
Community residences	9,288,782	8,610,343
Community support	34,926	61,953
Subcontractors	3,505,142	3,157,813
Family support	235,165	255,701
Total program services	23,643,853	22,291,575
Supporting Activities		
General management	1,653,254	1,957,633
Total expenses for program services and supporting activities	25,297,107	24,249,208
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	1,179,062	1,460,229
NET ASSETS WITHOUT DONOR RESTRICTIONS, BEGINNING OF YEAR	2,861,054	1,400,825
NET ASSETS WITHOUT DONOR RESTRICTIONS, END OF YEAR	$ 4,040,116	$ 2,861,054

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE TOTALS FOR 2021

	General Management	ARPA	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2022 All Programs	Total 2021 All Programs
PERSONNEL COSTS													
Salaries and wages	$ 594,146	$ 112,500	$ 580,875	$ 440,991	$ 109,889	$ 387,307	$ 973,192	$ 1,451,953	$ 25,317	$ -	$ -	$ 4,676,170	$ 4,800,405
Employee benefits	143,931	-	80,300	93,534	11,323	80,986	103,207	184,064	864	-	-	678,209	869,906
Payroll taxes	33,775	8,597	42,038	31,981	8,348	28,775	78,457	106,997	1,963	-	-	340,929	359,405
PROF. FEES AND CONSULTANTS													
Client treatment/services	-	-	17,836	653,302	353,477	2,780,591	1,606,094	1,919,325	221	17,830	177,816	7,526,492	7,620,611
Fees/payroll preparation	29,740	-	-	-	-	-	-	-	-	-	-	29,740	31,510
Subcontractors	13,784	783,019	-	-	-	384,053	-	5,113,421	-	3,484,446	11,917	9,790,640	8,596,024
Accounting/auditing fees	45,975	-	-	-	-	-	-	-	-	-	-	45,975	59,982
Legal fees	18,313	-	-	-	-	-	-	123	-	-	-	18,436	13,063
Other professional fees	14,147	-	6,779	-	1,860	-	1,895	450	-	-	-	25,131	27,911
STAFF DEVELOPMENT AND TRAINING													
Journals and publications	333	-	-	-	-	-	-	240	-	-	-	573	663
Conferences and conventions	20	-	593	329	1,273	229	200	-	-	-	1,000	3,644	4,325
Other staff development	30,722	-	40	6,976	453	10,065	130	191	-	-	750	49,327	35,242
OCCUPANCY COSTS													
Rent	13,122	-	-	28,622	-	13,100	-	35,044	-	-	-	89,888	76,442
Heating costs	7,316	-	7,748	4,314	2,044	4,859	3,263	49,713	-	-	770	80,025	59,014
Other utilities	4,905	-	4,707	7,317	1,383	1,940	1,790	40,446	-	-	861	63,349	56,080
Other occupancy costs	49,667	-	9,962	18,961	3,105	2,571	4,127	96,072	-	-	2,016	186,501	141,715
CONSUMABLE SUPPLIES													
Office	18,323	-	3,888	2,392	2,987	3,007	1,598	5,572	-	-	1,231	38,998	44,564
Building/household	1,435	-	745	697	230	506	288	21,404	-	-	-	25,305	21,870
Food	-	-	-	397	709	232	-	45,848	-	-	8,900	56,086	55,556
Medical	-	-	-	719	98	7,297	-	28,902	-	-	200	37,216	26,563
EQUIPMENT RENTAL	16,577	-	3,784	5,931	685	2,560	10,675	8,114	1,216	-	-	49,522	64,567
EQUIPMENT MAINTENANCE, IT	180,012	-	19,892	10,988	12,889	5,701	11,955	14,073	10	-	488	256,008	211,203
EQUIPMENT MAINTENANCE, OTHER	2,680	-	-	3,340	-	8,985	310	2,533	-	-	774	18,622	19,233
DEPRECIATION	116,374	-	-	10,220	60	1,119	8,858	45,207	-	-	-	181,838	177,131
ADVERTISING	59,356	-	1,660	6,158	456	2,824	662	18,779	-	-	-	89,895	82,555
PRINTING	6,072	-	213	182	71	182	88	546	-	-	-	7,354	3,490
TELEPHONE	11,640	-	5,459	8,554	1,083	3,223	5,370	23,856	1,314	-	936	61,415	41,107
POSTAGE/SHIPPING	7,347	-	-	59	-	57	-	264	-	-	-	7,727	13,285
Total carried forward	$ 1,419,712	$ 904,116	$ 786,517	$ 1,335,964	$ 512,401	$ 3,710,169	$ 2,810,157	$ 9,215,137	$ 30,905	$ 3,502,276	$ 207,857	$ 24,435,011	$ 23,515,422

See Notes to Financial Statements

(Continued)

(Continued)

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE TOTALS FOR 2021

	General Management	ARPA	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2022 All Programs	Total 2021 All Programs
Total carried forward	$ 1,419,712	$ 904,116	$ 786,517	$ 1,335,964	$ 512,401	$ 3,710,169	$ 2,810,157	$ 9,215,137	$ 30,905	$ 3,502,276	$ 207,657	$ 24,435,011	$ 23,515,422
TRANSPORTATION													
Staff	3,003	-	6,908	7,878	2,883	3,993	18,646	9,589	2,152	-	-	55,052	47,480
Clients	-	-	-	26,521	-	310	63,109	9,295	1,169	-	-	100,404	77,097
ASSISTANCE TO INDIVIDUALS													
Client assistance	539	-	255	485	12,570	5,788	23,105	6,724	-	215	26,390	76,069	164,797
Clothing	-	-	-	-	501	2,918	-	683	-	-	160	4,262	1,924
CONFLICT FREE CASE MANAGEMENT	-	-	196,121	-	-	219	91,256	-	-	-	-	287,596	169,499
INSURANCE													
Malpractice and bonding	26,345	-	-	583	-	400	-	4,702	-	-	-	32,030	34,979
Vehicles	792	-	-	1,511	-	3,425	726	4,128	-	-	-	10,582	12,419
Property and liability	11,438	-	-	1,210	-	918	-	9,628	-	-	-	23,194	29,550
Workers compensation	10,492	-	9,685	7,264	1,614	8,878	18,948	24,448	700	-	-	80,029	122,365
MEMBERSHIP DUES	1,569	-	-	-	-	-	-	-	-	-	-	1,569	2,417
BAD DEBTS	18,215	-	-	-	-	-	-	-	-	-	-	18,215	8,000
Interest expense	11,223	-	-	-	-	24	1,679	-	-	-	-	12,926	17,468
Miscellaneous	149,926	-	207	625	719	395	239	4,448	-	2,651	958	160,168	47,793
Total functional expenses	$ 1,653,254	$ 904,116	$ 999,693	$ 1,382,041	$ 530,688	$ 3,737,435	$ 3,025,865	$ 9,268,782	$ 34,926	$ 3,505,142	$ 235,165	$ 25,297,107	$ 24,249,208

See Notes to Financial Statements

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DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets without donor restrictions	$ 1,179,062	$ 1,460,229
Adjustments to reconcile change in net assets without donor restrictions to net cash from operating activities:		
Depreciation	181,836	177,131
Gain on sale of property	(700)	-
Forgiveness of Paycheck Protection Program	-	(1,088,100)
Changes in assets and liabilities		
(Increase) decrease in accounts receivable, net	(88,392)	186,821
(Increase) decrease in prepaid expenses	(8,878)	17,086
(Increase) decrease in security deposits	250	326
Increase (decrease) in accounts payable and accrued expenses	(156,049)	(273,823)
Increase (decrease) in refundable advance	649,170	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,756,299	479,670
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(138,091)	(144,365)
Proceeds from sale of property	700	-
NET CASH USED IN INVESTING ACTIVITIES	(137,391)	(144,365)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(83,569)	(52,019)
NET CASH USED IN FINANCING ACTIVITIES	(83,569)	(52,019)
NET INCREASE IN CASH	1,535,339	283,286
CASH AT BEGINNING OF YEAR	2,608,406	2,325,120
CASH AT END OF YEAR	$ 4,143,745	$ 2,608,406
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 12,926	$ 17,466

See Notes to Financial Statements

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Developmental Services of Sullivan County d/b/a PathWays of the River Valley (PathWays) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. PathWays has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

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

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

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

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

As of June 30, 2022 and 2021, there were no donor restricted net assets.

Estimates

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

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Accounts Receivable

PathWays provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. For each of the years ended June 30, 2022 and 2021, the allowance for doubtful accounts was approximately $5,000 and $4,000, respectively.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	39 years
Leasehold improvements	5 to 25 years
Furniture, equipment and software	5 to 20 years
Vehicles	4 to 5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2022 and 2021 was $181,836 and $177,131, respectively.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires PathWays to disclose fair values for its financial instruments. PathWays' financial instruments consist of cash, short-term receivables and payables, deposits, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2022 and 2021.

Non-Cash Contributions

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to PathWays' program services. Also, the Board of Directors serves as volunteers.

Donations

All donations are considered to be available for unrestricted use unless specifically restricted by the donor.

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Summarized Financial Information
The financial statements include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with PathWays' financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Accrued Earned Time
PathWays has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to $172,094 and $183,317 at June 30, 2022 and 2021, respectively.

Refundable Advances
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred. Refundable advances at June 30, 2022 totaled $649,170. There was no refundable advance at June 30, 2021.

Income Taxes
PathWays is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined PathWays to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated PathWays' tax positions and concluded that PathWays has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. PathWays is subject to income tax examinations by the United States Federal or State tax authorities for the last three years.

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

Revenue Recognition Policy
The Organization derives revenues 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.

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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.

Advertising Policy
PathWays' policy is to expense advertising costs as they are incurred.

New Accounting Pronouncement
In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Organization adopted the new standard effective July 1, 2021.

2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2022 and 2021 represents interest income from bank accounts.

3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2022 and 2021, property, equipment and vehicles consisted of the following:

	2022	2021
Land and buildings	$ 2,154,614	$ 2,061,051
Furniture, equipment and software	726,568	711,661
Vehicles	473,323	470,874
Leasehold improvements	75,645	75,645
	3,430,150	3,319,231
Less accumulated depreciation	2,150,351	1,995,687
Property, equipment and vehicles, net	$ 1,279,799	$ 1,323,544

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4. INVESTMENT IN INSURANCE CAPTIVE

Effective July 1, 2017, PathWays entered into a captive insurance program with Pareto Captive Services. The total participant investment into the captive insurance program for each of the years ended June 30, 2022 and 2021 amounted to $78,924.

5. BANK LINE OF CREDIT

PathWays has a $350,000 revolving line of credit agreement (the line) with a bank. The revolving line of credit was increased from $200,000 on March 23, 2021. The line is due on demand and calls for monthly variable interest payments based on the LIBOR Advantage Rate (ranging from 0.24% to 1.22% from July 1, 2021 through June 30, 2022 and 0.53% to 0.25% from July 1, 2020 to June 30, 2021) plus 2.50%. The line is secured by all of PathWays' assets. There was no outstanding balance on the line at June 30, 2022 and 2021.

6. NOTES PAYABLE

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

	2022	2021
Notes payable to various financial institutions in monthly installments for principal and interest, ranging from $644 to $930, with maturity dates ranging from December, 2024 to April 2026. The notes have interest rates ranging from 4.50% to 6.99% and are collateralized by vehicles owned by PathWays.	$ 44,467	$ 62,130
Note refinanced in April 2021 payable to a bank in monthly installments of $6,836 for principal and interest. Under the refinanced loan, interest is 3%, it was previously stated at the LIBOR Advantage Rate plus 2.75%. The note matures on April 27, 2026 at which time the remaining balance shall be paid. The note is collateralized by the Orford Road Property owned by Pathways.	296,392	362,298
	340,859	424,428
Less current portion due within one year	91,398	84,380
Total long term debt	$ 249,461	$ 340,048

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

Year Ending June 30	Amount
2023	$ 91,398
2024	94,456
2025	87,911
2026	67,094
	$ 340,859

7. OPERATING LEASES

PathWays leases facilities from unrelated parties under the terms of operating leases with various expiration dates through August, 2023. The payments under these leases totaled $89,888 and $76,444 for the years ended June 30, 2022 and 2021, respectively. The future minimum annual lease payments for these leases are as follows:

Year Ending June 30	Amount
2023	$ 43,754
2024	2,050
Total	$ 45,804

8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

PathWays' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2022 and 2021, approximately 94% and 90%, respectively, of the support and revenue of PathWays was derived from Medicaid. The future level of services provided by PathWays is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2022 and 2021 was $1,086,680 and $1,038,571, respectively. PathWays does not require collateral on these receivables due to the nature of the revenue source. In order for PathWays to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

PathWays maintains cash balances that, at times, may exceed federally insured limits. The Organization has not experienced any losses in such amounts and believes it is not exposed to any significant risk with respect to these accounts.

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9. RETIREMENT PLAN

PathWays maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Prior to the year ended June 30, 2019, PathWays contributed up to 10% of the base compensation of eligible participants to the plan. Effective January 1, 2018 employer matching contributions were suspended as a cost savings measure. There were no contributions to the plan for the year ended June 30, 2022 and 2021.

10. FLEXIBLE BENEFITS PLAN

PathWays maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from PathWays to this plan.

11. CONTINGENCIES

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2022 and 2021.

12. CLIENT FUNDS

As of June 30, 2022 and 2021, PathWays has custody of funds on behalf of its consumers in the amount of $111,600 and $216,002, respectively.

13. BOARD DESIGNATED FUNDS

Prior to 2020, PathWays received a bequest in the amount of $116,381 from a trust PathWays was named the beneficiary of. The funds were deposited into the operating account and are designated by the Board to be used for special projects. At June 30, 2022 and 2021, approximately $80,000 remains in the operating account related to the bequest.

14. RECLASSIFICATION

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

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15. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30:

	2022	2021
Financial assets at year end:		
Cash and cash equivalents	$ 4,143,745	$ 2,608,406
Accounts receivable	1,187,219	1,098,827
Total financial assets	5,330,964	3,707,233
Less amounts not available to be used within one year:		
Board designated assets	80,000	80,000
Financial assets available to meet general expenditures over the next twelve months	$ 5,250,964	$ 3,627,233

It is PathWays' goal to maintain financial assets to meet 30 days of operating expenses which is approximately $2,064,000 and $1,919,000 at June 30, 2022 and 2021, respectively. PathWays has a $350,000 line of credit available to meet cash flow needs.

16. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $1,088,100 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES ACT"). In April 2021, the PPP loan was fully forgiven and recognized as other revenue.

17. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute $300 per week in stipends to full time qualifying front line workers and $150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2021, the Organization received grant revenue of $721,907 and expended $721,907 under the grant through payroll and subcontractor expenses.

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18. AMERICAN RESCUE PLAN ACT

During 2022, PathWays received funds from the State of New Hampshire Department of Heath 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, PathWays received $1,553,286 and expended $904,116 under the grant through payroll and subcontractor expenses. The remaining $649,170 is a refundable advance.

19. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread could affect the Organization's operations. The significance of the impact on the Organization's financial operational results will be dictated by the length of time that such disruptions continue.

20. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through March 7, 2023, the date the financial statements were available to be issued.

Subsequent to year end, on August 5, 2022, PathWays finalized the sale of the building at 28 Riverdale Parkway resulting in sales proceeds of $320,000.

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Developmental Services of Sullivan County

BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

CHAIR
Cheryl Abbott
[redacted]

VICE CHAIR
Patricia Witthaus
[redacted]

SECRETARY/TREASURER
Susan Parry
[redacted]

Julie Hilliard*(PDMS/Family Support Council)
[redacted]

MEMBERS

Rose Ann Tardiff*(Adult/Self Advocacy Group)
[redacted]

Michael Quinn
[redacted]

Kathryn Hesch* (Adult Services)
[redacted]

Chris Beeso
[redacted]

Susan B. Woods
[redacted]

* Denotes consumer/family member
Revised 03/29/2023

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Mark Mills, M.S.

[redacted]

Employment History

July 2000 to Present: PathWays of the River Valley, Claremont and Lebanon New Hampshire

Chief Executive Officer

Chief Executive Officer responsible for the operations of an area agency providing services to over 600 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 18 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 220; participating in state level planning as a member of the Community Support Network (CSNI); and working with various advocacy groups and community organizations in Sullivan County.

March 1988 to July 2000: Community Bridges, Concord, New Hampshire

7/99 to 7/00: Director of Operations

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 60 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

7/97 to 7/99: Director of Service Development and Provision

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 25 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

9/94 to 7/97: Service Development Coordinator

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorders or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

3/88 to 9/94: Case Manager

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

1993 to 2000: New Hampshire Technical Institute, Concord, New Hampshire

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught included: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

1986 to 1987: Institute of Professional Practice, Concord, New Hampshire

Direct Support Professional responsible for providing residential support, skills training and integration opportunities to individuals with developmental disabilities.

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Education

1996 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

1994 Bachelor Degree in Behavioral Science, University System of New Hampshire.

1986 Associate Degree in Human Services, New Hampshire Technical Institute.

Accomplishments

- Past President and current member, Board of Directors, Community Support Network Incorporated (CSNI)
- Founder and Past Chair, Board of Directors, Sullivan County Oral Health Collaborative/Claremont Dental Center
- Past member, Board of Directors, New Hampshire Diversity Concepts
- Past member Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advocacy Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Master Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practice in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1998 Annual National Conference for the Robert Wood Johnson Foundation's Self- Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1998 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1998.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirteenth Annual Conference.
- Presented on Service Brokerage at the 1996 conference "What We Are Learning about Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for individuals with disability at the 1995 New Hampshire Care- Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire' Regional Service System".

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John Braun

Executive Summary

Experienced financial executive with 37 years of experience in Corporate, Manufacturing, Non-for-Profit and Real Estate industries.

Pathways of the River Valley – C.F.O.
Claremont, NH.
2/2023 – Present

Job summary.

Chief Financial Officer will have primary responsibility for managing all financial related activities and personnel of the Agency. This includes planning, organization, development and modernization of all financial operations. Direct responsibilities include: accounting, finance, budget forecasting and finalization, analysis of contracts, audit compliance and activities in accordance with current applicable, federal and state guidelines as well as oversight of IT systems.

One Credit Union - Controller Springfield,
VT.
3/2021 – 2/2023

OCU is a Mid-Level Asset Credit Union with positive growth.

- Managed Asset and Security Investments, reconciliations, posting and purchasing.
- Oversaw all required reporting to the NCUA including the 5300 quarterly Call Report of Financial Position.
- Liaison to the Credit Union Auditors and Examiner's to fulfill Credit Union reporting requirements.
- Oversaw and managed the financial and accounting functions of a Credit Union that included but not limited to A/P, A/R, budgeting, collections, G/L, Investments, Financial reporting, annual budgeting, payroll and taxes, and fixed assets.
- Developed, implemented, and evaluated policies and procedures for the accounting department in compliance with (GAAP) principles.
- Monitor cost control activities along with approving and implementing cost control strategies.
- Responsible for financial reporting cash management, and forecasting on a monthly, quarterly and annual basis.
- Prepared and reviewed the Credit Union financial projections.
- Assisted with preparation of non-interest budges and periodic analysis of budget variances.
- Managed a staff of 4, high level accountants.
- Oversaw all lease negotiations and major purchasing decisions for capital equipment and asset acquisitions.
- Managed daily G/L balance procedures to insure all Balance Sheet/Income Statement GL's balanced.
- Implemented and managed all Variance Analysis projects.

Tata's Natural Alchemy - Sr.Accountant/Assistant Controller
Whiting Vermont.
4/2020 - 1/2021

TNA is a manufacturer of natural and anti-aging skin care products with revenues exceeding $200M in wholesale and retail sales.

- Cash and credit card management and reconciliation.
- Payroll imports and analysis.
- Monthly, quarterly and annual General Ledger analysis and statement reconciliation.
- General Ledger analysis for year end close and year end audit.
- Fixed Asset schedule maintenance, and reconciliation.

- Balance Sheet and Income Statement reconciliation.
- Budget reconciliation.
- Conduct internal audits to assess financial status.

Vermont Achievement Center - Chief Financial Officer/EVP

Rutland, Vermont

10/2013 – 4/2020

The Vermont Achievement Center, Inc., a 501 (c) 3 charitable organization with revenues in excess of $4.5M has been serving the needs of children and families throughout the Rutland region and Vermont since 1937. VAC continues to offer innovative and responsive programs in special education, early education and child care, as well as water safety, aqua therapy and transitional programs through the Department of Corrections. The programs provided by VAC touch the lives of more than 7,000 children and families throughout our region each year.

- Improved cash flow, retired debt ahead of schedule and built cash reserves into $200,000+ while controlling costs and improving employee benefits.
- Devised successful benchmarks and performance optimization strategies to enhance company objectives.
- Maintained agile, responsible organization with sustained revenue growth by monitoring industry forecasts, honing budgets and adjusting marketing strategies.
- Oversee deployment of strategic business plans to accomplish accounting, compliance and revenue targets.
- Authored, evaluated and reviewed P&L, Balance Sheet and Cash flow reports to highlight company actions to key stakeholders.
- Developed and oversee yearly budgets in excess of $4.5M.
- Directed all financial activities, including budget development, creation of budgetary controls and record-keeping systems and investment management.
- Prepared year-end fixed asset schedule for inclusion in Comprehensive Annual Financial Report and monthly financial reports for board meeting.
- Devised strategies for enhancing business assets and reporting on financial metrics.
- Analyzed operational performance and efficiency to identify and implement cost reduction initiatives and process improvements.
- Oversee all financial operations company-wide, including budgets, payroll and accounts payable and receivable.
- Managed and led a team of 4 departmental managers.
- Set and monitored effective financial policies.

Road Rite, LLC - Operations/Finance Director

St. Cloud, Minnesota

07/2010 - 07/2013

Road Rite, LLC is a commercial truck dealer and lessor with sales in excess of $5M serving the Minneapolis/St. Paul, MN. And surrounding 11 counties of Minnesota.

- Senior Financial Executive for a commercial truck sales organization.
- Responsible for budget preparation, audit, internal taxes, accounting, job costing, end of month and Year End financial preparation and closing and payroll.
- Prepared monthly, quarterly and annual reports summarizing and forecasting company business activities and financial position in areas of income, expenses, and earnings based on past, present and expected operations.
- Developed financial statements, analyzed business trends and daily operating costs.
- Offer insightful financial analysis and make firm, executive level decisions to ensure budget remains on point.
- Provide professional development opportunities and empower a team to deliver on customer / corporate expectations.
- Oversaw the licensing/title work for the commercial sales division.
- Oversaw the commercial trucking leasing program division.

Orion Communications Inc. - Chief Financial Officer

Minnetonka, Minnesota

11/2004 - 07/2013

Orion Communications Inc. is a $6M+ cable/High Speed Internet/Telephone sales and installation to residential and business sectors company. It also has a division in concrete construction; underground cable installation/construction; telemarketing.

- Senior Financial Executive with full authority and responsibility for the financial operations of a multi-company organization.
- Responsible for budget preparation and implementation, audit, internal taxes, accounting, job costing, end of month and Year End financial preparation and closing.
- Prepared monthly, quarterly and annual reports summarizing and forecasting company business activities and financial position in areas of income, expenses, and earnings based on past, present and expected operations.
- Developed financial statements, analyzed business trends and daily operating costs, oversaw equipment and fleet management, managed and oversaw general Human Resources functions.
- Analyzed operational issues and implemented corrective action plans to improve profitability and efficiency.
- Prepared year-end fixed asset schedule for inclusion in Comprehensive Annual Financial Report and monthly financial reports for board meeting.

The Pelican Group, Inc. - Director of Finance

Bloomington, Minnesota

10/2000 - 10/2004

The Pelican Group, Inc. is a $70M corporation in 15 U.S. cities with multiple divisions comprising of IT security and business software sales, installation and education.

- Senior Financial Executive with full authority and responsibility for the financial operations of a multi-company organization.
- Responsible for budget preparation, audit, internal taxes, accounting, job costing, end of month and Year End financial preparation and closing.
- Prepared monthly, quarterly and annual reports summarizing and Forecasting company business activities and financial position in areas of income, expenses, and earnings based on past, present and expected operations.
- Developed financial statements, analyzed business trends and daily operating costs.
- Managed and maintained necessary returns for 401k and Sec.125 compliance.
- Oversaw Human Resources duties and reporting.

Jim's Pro Video/Audio – C.E.O.

Alexandria, Minnesota

03/1994 - 10/2000

Jim's Pro Video/Audio was an entertainment company with 500K annual revenue dealing is video tape rentals, disc jockey services and all aspects of video services.

- Applied human resources expertise to optimize hiring, training and performance.
- Devised, deployed and monitored processes to boost long-term business success and increase profit levels 92%.
- Applied performance data to evaluate and improve operations, target current business conditions and forecast needs.
- Stayed current with market trends to determine optimal pricing of goods and services and to capitalize on emerging opportunities.
- Maximized business potential by providing excellent customer service and ensuring 95% client retention.
- Demonstrated products and specific features at customer locations and special events.
- Proactively managed client correspondence and recorded all tracking and communications.
- Kept detailed records of inventories, completed sales and customer information to enhance customer experiences.
- Implemented marketing and sales campaigns to effectively brand video, electronic and entertainment products sold.

- Responsible for budget preparation, audit, internal taxes, accounting, job costing, end of month and Year End financial preparation and closing.

Festivals, Inc. & Lakeland Plaza Ptn. LLP - Controller/Property Manager
Minneapolis, Minnesota
10/1986 - 10/1993

Festivals, Inc. owns Mid-America Festivals a multi-million dollar company which is the nation's largest producer of outdoor themed events; it's most notable is the Renaissance Festival with locations in 5 states along with many other types of events such as concert promotions. It also owns a shopping center in eastern Minnesota called Lakeland Plaza and one of Minnesota's largest employment agencies.

- Oversaw the day to day financial reporting and management of a 38,000 sq.ft Shopping center.
- Managed lease negotiations, city ordinance issues; prepared EOM and Year End financial statements.
- Prepared financial statements for EOM and year end reporting, payroll, payroll tax filings and annual tax filings; analyzed business trends and daily operating controls.
- Senior Financial Executive with full authority and responsibility for the financial operations of a multi-company organization.
- Responsible for budget preparation, audit, internal taxes, accounting, job costing, end of month and Year End financial preparation and closing.
- Prepared monthly, quarterly and annual reports summarizing and forecasting company business activities and financial position in areas of income, expenses, and earnings based on past, present and expected operations.

Education

Minnesota School of Business, Minneapolis, Minnesota •
Bachelor's Degree: Accounting and Finance.

References will be furnished upon request

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JOSEPH M. SMITH RESUME 11/3/17

ACCOMPLISHMENTS

Methods, Models and Tools workshop

Continuous Quality Improvement training

Human Rights complaint process facilitator

Management of individuals with high risk behaviors

Agency point person for state initiatives (HRST, START, RMC, COP, ITS, 1201)

SOLVE and Mandt Instructor

Development and continued growth of Clinical Services Department

Ongoing improvements to MDT, HRC, LRMC and provider QA committees

COMPETENCIES & EXPERIENCE

- Management and leadership strategies
- Efficient and effective written and verbal communication
- Quality assurance and quality management
- Critical thinking and problem solving
- Organized, self-directed with strong time management skills
- Training and program development
- Data analysis and compilation
- Person Centered Planning approaches
- Geriatric, psychiatric and medical knowledgebase
- Community relations and service provider integration / negotiations
- Job commitment and dependability
- Human Rights advocacy and monitoring.

PROFESSIONAL EXPERIENCE

PATHWAYS OF THE RIVER VALLEY / DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY

7/2017 - present

Senior Director Family Services

10/2013 - 6/2017

Director of Clinical Services

10/2007 - 10/2013

Family Services Director

6/2002 - 10/2007

Family Services Supervisor

6/1999 - 6/2002

Family Services Coordinator

GLENCLIFF HOME FOR THE ELDERLY

9/1986 - 8/1998

Supervisor of Therapeutic Activities / Recreational Therapist

HAVERHILL ACADEMY

8/1978 - 6/1986

Language Arts Teacher / Athletic Coach

EDUCATION

PLYMOUTH STATE COLLEGE BS EDUCATION CUM LAUDE 1978

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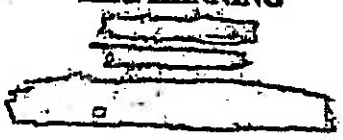
KIM HENNING



Summary

Demonstrated success in human resource management, organizational leadership and change management. Accomplished trainer. Skilled in culture development and enhancement. Non-profit and corporate experience. Multi-site and multi-state experience.

Professional Experience

PathWays of the River Valley
Director of Human Resources — **6/2015 to Present**

Oversee Human Resources function for organization including staffing, performance management, benefits administration, payroll, employee relations, employee safety, training and manager development. Member of Senior Leadership team. Staff of three.

- Revamped compensation structure for Direct Support Providers to include incentives for growth and retention.
- Developed and implemented supervisory training program to enhance knowledge and improve skills in the areas of employment law, goal setting, employee appreciation and performance management.

Kessler Collection, Bohemian Hotel Savannah Riverfront
Director of Human Resources — **2013 to 2014**

Oversaw Human Resources function including payroll, employee relations, recruitment and talent management, training, benefits and worker's compensation. Member of property Executive Team.

- Achieved highest level of employee response (94%) to annual engagement survey in the company.

Tybee Island Management Company, Tybee Island, GA
Director of Human Resources — **2013**

Hired to revamp and oversee human resources function including recruitment and talent management, employee relations, policy development and performance management.

Student Conservation Association, Inc. (SCA), Charlestown, NH
Vice President for Human Resources — **2001 to 2012**
Director of Human Resources — **1999 to 2001**

Established first human resources function. Directed employee relations, talent management, compensation planning, legal compliance, policy development, training, performance management, benefits and payroll administration. Employed 185 regular staff nationally, 400+ seasonal staff and supported over 4,000 volunteers annually. Managed staff of seven. Member of Executive Team.

- Co-designed and implemented reorganization process that affected 50% of staff resulting in numerous internal promotions and limited layoffs.
- Implemented web-based payroll system that resulted in $40,000 annual savings in processing fees.

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- Maintained health insurance premium increases to 13% maximum and negotiated 4+ years of 0% increases by creatively working on plan design without sacrificing quality of coverage.

Education

Bachelor's Degree in Psychology
College of New Rochelle, magna cum laude

Computer Skills

MSOffice, MSForecaster, Certified Predictive Index (PI) analyst, Salesforce, Paylocity, Paycor, ADP Payforce and Workforce Now, ICIMS, DiSC, Taleo, Facebook, LinkedIn, Instagram, Twitter,

Professional Development

Strategic Human Resources, SHRM-sponsored Workshop, Washington, DC	2009
Leadership for Women in Human Resources, Simmons College, Boston, MA	2002

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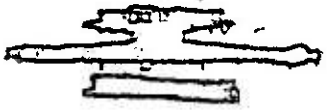
Stephen Warner



Professional Summary

Extensive experience at the Leadership/management level in human services with a focus on developmental disabilities, residential support, and regulation adherence.

Highlights

- Certificate in nonprofit management from Marlboro college
- Winner of Ernest Hemmingway Leadership award
- Certified Mandt instructor
- Proficient with Microsoft office
- Experienced with NH He-M regulations and life safety code
- Strong organization skill
- Strategic thinker with a future-based mindset

Work experience

July 2003 to August 2005 Pathways of the River Valley- Claremont, NH. *Program Coordinator*

August 2005 to July 2007 Pathways of the River Valley-Claremont, NH. *Residential Supervisor*

July 2007 to July 2017 Pathways of the River valley-Claremont, NH. *Area Director*

July 2017 to present Pathways of the River Valley-Claremont, NH. *Senior Community Services Director*

Education

1998 Johnson State College, Johnson VT, Bachelors of art, Psychology

2010 Marlboro College, Norwich VT, Certificate in Nonprofit Management

References furnished upon request

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- Participate in the Agency management team and other management activities/responsibilities as assigned (i.e. strategic planning, fiscal committee, and orientation).
- Supervise the supports provided by the NH Partners in Health Program. This includes direct supervision of the Partners in Health Family Support Coordinator, participation in statewide meetings, and attending Partners in Health Family Council Meetings as requested
- Participated in planning and achievement of goals and objectives consistent with the agency mission and philosophy.
- Ensure consistent compliance with applicable laws and regulations and ensured compliance with applicable State & Medicaid rules

Family Services Coordinator (7 years)

- Referred individuals, families/guardians to appropriate team members, community agencies and organizations to meet support needs.
- Referred individuals and families to community resources to improve well-being and quality of life.
- Facilitated ISA and other team meetings as necessary
- Monitored implementation and quality of services outlined in the ISA
- Collaborated with other area service providers

Childcare Lead Teacher/Provider (3 years)

References available upon request

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Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Mark Mills	Chief Executive Officer	$150,000 / $0 paid by contract
John Braun	Chief Financial Officer	$120,000 / $0 paid by contract
Joseph Smith	Sr. Dir. of Family Services	$ 91,814 / $0 paid by contract
Kim Henning	Sr. Dir. of Human Resourses	$ 85,000 / $0 paid by contract
Steven Warner	Sr. Dir. of Community Services	$ 80,017 / $0 paid by contract