



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

ARC
213

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 15034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 27, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** contract with Monadnock Developmental Services, Inc. (VC#177280-B002), Keene, NH, in the amount of \$\$2,303,081 to provide developmental disability services, acquired brain disorder services and early supports and services, with the option to renew for up to four additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 37% Federal Funds. 63% General Funds.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, 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 able to provide the necessary services in this area. NH RSA 171-A:2, I-b defines an Area Agency as a nonprofit corporation established to provide or coordinate services to developmentally disabled persons in accordance with 42 C.F.R. section 441.301. 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 on behalf of persons with developmental disabilities and acquired brain disorders served in the designated geographic area.

This request will allow the Area Agency to provide and coordinate developmental disability services, acquired brain disorder services, and early supports and services to children, adults and families in the designated geographic region. 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 supports and services for people with developmental disabilities and acquired brain disorders.

Approximately 1413 individuals will be served annually.

The Area Agency functions as an integral part of the Developmental Services delivery system. Services provided through the Area Agency include support for individuals to live in the community, family-centered early supports, family support, and service coordination.

The Department will monitor contract performance by evaluating compliance with all performance measures and ensuring contract deliverables are met. The Department will monitor Contractor performance by reviewing quarterly and annual reports that demonstrate:

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- ~~An Individualized Family Support Plan (IFSP) is developed for each child eligible for Family Centered Early Supports & Services (FCESS).~~
 - All FCESS are provided within the required timeframes.
 - Eligible individuals were assisted with accessing and applying for community resources, services and/or public programs available to them.
 - Individuals and/or families surveyed are satisfied with the family support services received.

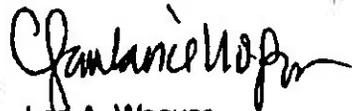
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Area Agency will not be able to fully provide the required functions of the Developmental Disabilities service delivery system maintained by the Department and as outlined 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.

Area served: Region 5.

Source of Federal Funds: Assistance Listing Number #84.181A, FAIN #H181A230127.

Respectfully submitted,



Lori A. Weaver
Commissioner

Fiscal Details

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

Monadnock Developmental Services, Inc. (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svs	93007013	\$99,591.00
2026	103-502664	Contracts for Operational Svs	93007013	\$271,391.00
2027	102-500731	Contracts for Program Svs	93007013	\$99,591.00
2027	103-502664	Contracts for Operational Svs	93007013	\$265,844.00
			Subtotal	\$736,417.00

05-95-93-930510-3677 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR - FAMILY CENTERED SERVICES, EARLY INTERVENTION (100% General Funds)

Monadnock Developmental Services, Inc. (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svs	93057014	\$355,631.00
2027	102-500731	Contracts for Program Svs	93057014	\$355,631.00
			Subtotal	\$711,262.00

05-95-93-930510-3674 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DLTSS-DEVELOPMENTAL SVCS, BUR - FAMILY CENTERED SERVICES, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Monadnock Developmental Services, Inc. (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	074-500589	Grants for Pub Asst and Relief	93053674	\$427,701.00
2027	074-500589	Grants for Pub Asst and Relief	93053674	\$427,701.00
			Subtotal	\$855,402.00

			Total	\$2,303,081.00
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Subject: Area Agency SS-2026-DLTSS-01-AREAA-07

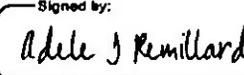
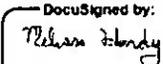
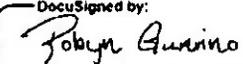
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Monadnock Developmental Services, Inc.</p>		<p>1.4 Contractor Address 121 Railroad Street Keene, NH, 03431</p>	
<p>1.5 Contractor Phone Number 603-352-1304</p>	<p>1.6 Account Unit and Class TBD</p>	<p>1.7 Completion Date June 30, 2027</p>	<p>1.8 Price Limitation \$2,303,081</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature Signed by:  Date: 5/28/2025</p>		<p>1.12 Name and Title of Contractor Signatory Adele J Remillard Board President</p>	
<p>1.13 State Agency Signature DocuSigned by:  Date: 5/28/2025</p>		<p>1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DocuSigned by: _____ On: 6/2/2025</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

Initial

 Contractor Initials
 Date: 5/28/2025

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials Initial
AJR
Date 5/28/2025

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

9. TERMINATION.

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

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) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 Initial
AJR
Date 5/28/2025

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 10, Property Ownership/Disclosure, is amended by deleting subparagraph 10.3., in its entirety and replacing it as follows:

10.3. Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A, other applicable law, and Exhibit E: DHHS Information Security Requirements. Disclosure requires prior written approval of the State.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. 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 designation as an Area Agency (AA), as defined in NH RSA 171-A:2, I-b, 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. The Contractor must ensure contract services are available in Region 5, in accordance with He-M 500.
- 1.3. For the purposes of this Agreement, all references to:
 - 1.3.1. Days means calendar days, unless otherwise noted, excluding state and federal holidays.
 - 1.3.2. Business hours mean Monday through Friday from 8:00 AM to 4:00 PM.
 - 1.3.3. State fiscal year (SFY) means July 1 through June 30.
 - 1.3.4. Federal fiscal year (FFY) means October 1 through September 30.
- 1.4. The Contractor must provide services to individuals with a developmental disability and/or an acquired brain disorder and their families, 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:
 - 1.4.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled.
 - 1.4.2. NH RSA 171-B, Involuntary Admission for Persons found Not Competent to Stand Trial.
 - 1.4.3. NH RSA 137-K, Brain and Spinal Cord Injuries.
 - 1.4.4. NH RSA 126-G, Family Support Services.
 - 1.4.5. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500.
 - 1.4.6. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202.
 - 1.4.7. 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.
 - 1.4.8. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences, hereby referenced as He-M 1001.

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

EXHIBIT B

- 1.4.9. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications, hereby referenced as He-M 1201.
- 1.4.10. 1915(c) Home and Community Based Services Waivers.
- 1.4.11. 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).
- 1.4.12. 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.
- 1.5. The Contractor must accept applications from individuals, their guardians, or representatives, in the Contractor's region, seeking services for:
 - 1.5.1. A Developmental Disability (DD); or
 - 1.5.2. An Acquired Brain Disorder (ABD).
- 1.6. The Contractor must complete a comprehensive screening evaluation to determine if an individual is eligible for:
 - 1.6.1. Developmental Disability Services in accordance with He-M 500, PART 503; or
 - 1.6.2. Acquired Brain Disorder Services in accordance with He-M 500, PART 522.
- 1.7. The Contractor must assist all individuals determined eligible with accessing and applying for community resources, services, and/or public programs available to them.
- 1.8. The Contractor must provide access to contract 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.
- 1.9. The Contractor must provide information and assistance that enables individuals and their families to make informed decisions about their services and supports.
- 1.10. The Contractor must network and partner with community organizations, in an effort to support inclusive community life and leverage natural resources, services and supports.
- 1.11. The Contractor must obtain approval from the Department prior to an individual receiving services out of state in accordance with the Department's Out of State policy.

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

EXHIBIT B

1.12. The Contractor must provide an electronic copy of its current five-year Area Plan and amendments to the Department.

1.13. Collaboration with Other Agencies and Systems

1.13.1. Community Mental Health Centers

1.13.1.1. The Contractor must enter into a Memorandum of Understanding (MOU) with the Community Mental Health Centers (CMHC) within 45 days of the approved contract that serve their local region to coordinate and facilitate processes that include:

1.13.1.1.1. Enrolling individuals for services who are dually eligible; through He-M 505, He-M 401, He-M 503 and He-M 522, to support coordinated service planning and delivery for individuals accessing or seeking to access services from both service systems;

1.13.1.1.2. Screening for transition-aged individuals 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;

1.13.1.1.3. Following the current and as may be amended Crisis Policy issued by the Department;

1.13.1.1.4. Participating in the discharge planning meetings to assist in the development of community based services for individuals who are discharging from an in-patient behavioral health treatment facility inclusive of New Hampshire Hospital (NHH) and/or Hampstead Hospital and Residential Treatment Facility (HHRTF); and

1.13.1.1.5. An annual training for all intake staff, case managers, service coordinators and other staff identified by the CMHC's, and Area Agencies that addresses intake, eligibility, and case management for individuals that are dually diagnosed.

1.13.1.2. The Contractor must provide an electronic copy of each MOU to the Department once it has been signed by both parties.

1.13.2. No Wrong Door System (NWD)

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- 1.13.2.1. 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.
- 1.13.2.2. The Contractor must participate as a partner under the NHCarePath Model by operating as an information and referral partner for individuals who may require or may benefit from Department's community Long-Term Supports and Services (LTSS) programming.
- 1.13.2.3. 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:
 - 1.13.2.3.1. State Designated Aging and Disability Resource Center.
 - 1.13.2.3.2. Community Mental Health Centers.
 - 1.13.2.3.3. The Department.
- 1.13.2.4. The Contractor must participate in two (2) State-wide meetings and four (4) regional meetings for NHCarePath annually and document participation.
- 1.13.2.5. The Contractor must follow the NHCarePath Assessment process to provide referrals and linkage to necessary LTSS.
- 1.13.2.6. The Contractor must monitor the referral process to ensure a transition to the appropriate agency when necessary.
- 1.13.2.7. The Contractor must follow standardized guidelines established by NHCarePath for providing preliminary screening and referrals for LTSS.
- 1.13.2.8. The Contractor must utilize and distribute NHCarePath created outreach, education, and awareness materials to potential users of NHCarePath.

1.14. Supports Intensity Scale (SIS) Assessments

- 1.14.1. The Contractor must coordinate with the Department's Supports Intensity Scale Adult® (SIS-A®) Contractor to facilitate the scheduling of an individual's initial supports intensity scale assessment for individuals who do not have a service coordinator.
- 1.14.2. The Contractor must coordinate with the Department's SIS-A® Contractor to provide funding for accessibility resources, to ensure all

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- assessments are conducted in an accessible manner, including, but not limited to, the use of:
- 1.14.2.1. Physical accessibility options.
 - 1.14.2.2. Language interpreters.
 - 1.14.2.3. Deaf and hard-of-hearing interpreters.
 - 1.14.2.4. Facilitated or augmentative communication devices.
 - 1.14.2.5. Cultural competency.
- 1.15. The Contractor must coordinate necessary assessments, including but not limited to risk assessments, related to service planning for individuals who do not have a service coordinator and are not eligible for Medicaid in accordance with He-M 500.
- 1.16. The Contractor must provide services in accordance with He-M 500, Parts 503.03 and 513.
- 1.17. Family Centered Early Supports and Services (FCESS)**
- 1.17.1. The Contractor must accept referrals for infants and toddlers from birth through two (2) years of age that currently reside in the Contractor's region seeking services for FCESS in accordance with He-M 500 PART 510.06.
 - 1.17.2. The Contractor must provide high-quality FCESS in accordance with:
 - 1.17.2.1. New Hampshire Administrative Rule He-M 500, Part 510, Family Centered Early Supports and Services, herein referred to as He-M 500, Part 510;
 - 1.17.2.2. 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
 - 1.17.2.3. FCESS current guidance documents, invoice templates as provided and updated by the Department.
 - 1.17.3. The Contractor must submit surrogate parent applications to the Department in accordance with He-M 500, Part He-M 510.18.
 - 1.17.4. The Contractor must conduct a multidisciplinary evaluation, with parental consent, to determine a child's eligibility for FCESS in accordance with He-M 500, Part He-M510.06.
 - 1.17.5. The Contractor must ensure that an Individualized Family Support Plan (IFSP) is developed for each eligible child in accordance with He-M 500, Part He-M 510.07.

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- 1.17.6. The Contractor must ensure services for each eligible child and their family are individualized, family centered and provided in a natural environment in accordance with their IFSP as determined by the IFSP Team in accordance with He-M 500, Part He-M 510.08.
- 1.17.7. The Contractor must ensure FCESS are provided within the following required timeframes:
 - 1.17.7.1. An IFSP is signed no more than 45 days from receipt of referral;
 - 1.17.7.2. All services start no later than the projected start date which is 30-days from the date of developing the IFSP unless the family requests a later date; and
 - 1.17.7.3. All transition requirements must be completed within the required timelines in accordance to He-M 500, Part He-M 510.09
- 1.17.8. The Contractor must ensure professionals are obtained, if needed, to meet each child's needs identified by the IFSP team and services documented within the IFSP inclusive of hearing and vision support, if applicable.
- 1.17.9. 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.
- 1.17.10. The Contractor must collect and submit all FCESS required information in a format provided by the Department. The Contractor must:
 - 1.17.10.1. Ensure all FCESS data is accurate, documented, and submitted at a minimum of every 30 days; and
 - 1.17.10.2. Provide any additional data to the Department as requested by the Department.
 - 1.17.10.3. Use the NH DoIT SFTP folder provided by the Department to transmit FCESS information to the Department.
- 1.17.11. The Contractor must ensure FCESS program staff who provide service coordination or work directly with families comply with current personnel development He-M 510.11 and He-M 510.12.
- 1.17.12. The Contractor must ensure all FCESS program staff:
 - 1.17.12.1. Maintain licensure or certification as appropriate for their professional discipline;
 - 1.17.12.2. Complete the Orientation program and Child Outcome Summary (COS) and Outcome Development training

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provided by the Department within six (6) months of hire date in accordance with He-M 510.12; and

- 1.17.12.3. Complete the Culturally Competent Services and Adult Learning Strategies trainings provided by the Department within one (1) year of hire date in accordance with He-M 510.12.
 - 1.17.13. The Contractor must ensure FCESS training funds are equitably distributed across all FCESS programs within their region.
 - 1.17.14. The Contractor and staff must participate in additional professional development activities that improve child outcomes, as determined by the Department, that are described in the State Systematic Improvement Plan.
 - 1.17.15. The Contractor must participate in annual program monitoring and provide any information requested by the Department and submit a corrective action plan to address all areas of non-compliance.
- 1.18. Family Support**
- 1.18.1. The Contractor must ensure Family Support Services are provided in accordance with He-M 519.
 - 1.18.2. The Contractor must provide one (1) full-time family support coordinator or director whose job description is designed jointly by the regional family support council and includes all qualifications and duties outlined in accordance with He-M 519.06, including but not limited to, facilitating the distribution of family support funds approved for distribution by the family support council.
 - 1.18.3. The Contractor must provide the current job description and resume for the full-time Family Support Coordinator on an annual basis.
 - 1.18.4. The Contractor must ensure family support staff:
 - 1.18.4.1. Explore, identify, and assist families in accessing community resources in accordance with He-M 519.04(b and c); and
 - 1.18.4.2. Solicit support for families from community groups or other sources and maintain records in accordance with He-M 519.06.
 - 1.18.5. The Contractor must partner with, initiate referrals to, and promote networking and community building with other systems of family support for individuals and their families including, but not limited to:
 - 1.18.5.1. Bureau of Family Centered Services (BFCS) Health Care Coordination and Nurse Consultation.

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- 1.18.5.2. Family Resource Centers.
- 1.18.5.3. Childcare and Early Learning Environments.
- 1.18.5.4. Other community agencies in the region.
- 1.18.6. The Contractor must enter into a formal, written agreement with the regional family support council, in accordance with He-M 519.05. The Contractor must provide:
 - 1.18.6.1. An electronic copy to the Department within 45 days of the approved contract and within 30 days of changes;
 - 1.18.6.2. Copies of family support council policies, including all changes; and
 - 1.18.6.3. The regional family support council membership list including all changes to the Department.
 - 1.18.6.3.1. If the Family Support membership does not meet minimum requirements, the Contractor must provide a plan to remediate.
- 1.19. The Contractor must provide respite services in accordance with He-M 513.
- 1.20. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, with advance notice of at least two (2) business days.
- 1.21. The Contractor may be required to participate in on-site reviews if requested by the Department.
- 1.22. The Contractor may be required to ensure staff participate in quarterly training as requested by the Department.
- 1.23. Reporting
 - 1.23.1. Utilizing the NH DoIT SFTP folder provided by the Department, the Contractor must submit a quarterly report, due 30 days after the close of the quarter, using a template provided by the Department, which includes, but is not limited to:
 - 1.23.1.1. Unduplicated number of eligible individuals who requested services and the number that have a current Service Agreement.
 - 1.23.1.2. Unduplicated number of families who requested non-waiver respite services and of those families the number of individuals who received non-waiver respite services. Unduplicated number of individuals who received services necessary to transition to adult services.
 - 1.23.1.3. Unduplicated number of individuals and their families

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participating in Family Support Council events, activities or receiving Family Support Council funds.

- 1.23.1.4. Unduplicated number of eligible individuals who were assisted with accessing and applying for community resources, services, and/or public programs available to them.
- 1.23.1.5. Activities conducted to support coordinated service planning and delivery for individuals accessing or wishing to access services from Area Agency and CMHC service systems.
- 1.23.1.6. Number and description of the community outreach, education and development activities completed that promote understanding and support for families as well as individuals with disabilities.
- 1.23.1.7. A Crisis Report per the Department's Crisis Report policy on the prescribed Crisis Report template.
- 1.23.1.8. Number of individuals seeking out-of-state (OOS) services during the reporting period.
- 1.23.1.9. Unduplicated number of individuals who were provided funding for accessibility resources for completion of the Supports Intensity Assessment.
- 1.23.2. Utilizing the NH DoIT SFTP folder provided by the Department, the Contractor must submit an annual report using a template provided by the Department, which includes, but is not limited to:
 - 1.23.2.1. Number of trainings conducted for the Community Mental Health Centers and Area Agencies.
 - 1.23.2.2. The annual accomplishments of the Five Year Area Plan and amendments.
 - 1.23.2.3. A description of how individuals and families were assisted in accessing community resources and supports.
 - 1.23.2.4. A description of how individuals, families, and the community were involved in the planning and provision of services.
 - 1.23.2.5. A description of NHCarePath activities highlighting the partnerships for individual referrals and linkages with necessary long-term supports and services.
- 1.23.3. The Contractor must achieve the following performance measures:
 - 1.23.3.1. 70% of individuals and/or their families, completing an annual survey, indicated satisfaction with family support

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services; and

- 1.23.3.2. At least 75% of training participants report improved/increased awareness of services when supporting individuals who are dually eligible for Area Agency and CMHC services.
- 1.23.4. The Contractor must engage in reporting solutions to achieve continuous improvements when barriers have been identified for meeting the performance measures as outlined in the contract.
- 1.23.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.24. Continuity of Operations and Disaster Recovery Plans
 - 1.24.1. The 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, explaining 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 Agreement.
 - 1.24.2. The 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 Agreement.
- 1.25. Maintenance of Fiscal Integrity
 - 1.25.1. The Contractor must submit the following financial statements to the Department within thirty (30) calendar days after the end of each month:
 - 1.25.1.1. Balance Sheet for the Contractor's entire organization including all related parties.
 - 1.25.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties.

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- 1.25.1.2.1. All revenue sources and expenditures; and
- 1.25.1.2.2. A budget column allowing for budget to actual analysis.
- 1.25.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:
 - 1.25.1.3.1. All revenue sources and all related expenditures for the Program; and
 - 1.25.1.3.2. A budget column allowing for budget to actual analysis.
- 1.25.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.
- 1.25.2. 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.
- 1.25.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:
 - 1.25.3.1. Days of Cash on Hand:
 - 1.25.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 1.25.3.1.2. 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.
 - 1.25.3.1.3. 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.
 - 1.25.3.2. Current Ratio:
 - 1.25.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

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

1.25.3.3. Debt Service Coverage Ratio:

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

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

1.25.3.3.3. Formula:
$$\frac{\text{Net Income plus depreciation/amortization expense plus interest expense}}{\text{year-to-date debt service (principal and interest) over the next twelve (12) months}}$$

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

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

1.25.3.4. Net Assets to Total Assets:

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

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

1.25.3.4.3. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$

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

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

1.25.4. If the Contractor does not meet either:

1.25.4.1. The Days of Cash on Hand Performance Standard and the

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Current Ratio Performance Standard for two (2) consecutive months; or

1.25.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three (3) consecutive months, then:

1.25.4.3. The Contractor must:

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

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

1.25.5. 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:

1.25.5.1. 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.

1.25.6. 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.

1.26. Background Checks

1.26.1. The Contractor must complete criminal background checks, at the Contractor's expense, for all staff engaged in supporting this contract as well as Bureau of Adult and Aging Services (BAAS) and Division of Children, Youth and Families (DCYF) state registry checks for all staff who have direct contact with individuals, prior to the staff beginning work, as directed by any federal or state laws, additional background checks may be required.

1.26.2. 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 Adult and Aging Services (BAAS) 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

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based upon the background checks requirement they will immediately remove that individual from providing services under this Agreement and inform the Department.

1.27. Confidential Data

- 1.27.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.27.2. The Contractor must ensure any individuals involved in delivering services through this Agreement sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access Confidential Data. The Contractor must provide attestations upon Department request.

1.28. Privacy Impact Assessment

- 1.28.1. 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:
 - 1.28.1.1. How PII is gathered and stored;
 - 1.28.1.2. Who will have access to PII;
 - 1.28.1.3. How PII will be used in the system;
 - 1.28.1.4. How individual consent will be achieved and revoked; and
 - 1.28.1.5. Privacy practices.
- 1.28.2. 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.

1.29. Department Owned Devices, Systems and Network Usage

- 1.29.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this

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Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

- 1.29.1.1. 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;
- 1.29.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.29.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.29.1.4. 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;
- 1.29.1.5. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.29.1.6. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.29.2. Workspace Requirement

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1.29.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.30. Contract End-of-Life Transition Services

1.30.1. General Requirements

1.30.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. 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 Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.30.1.2. The Contractor must 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.

1.30.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created 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.

1.30.1.4. 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

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manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.30.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the 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.

1.30.1.6. In the event 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 the Department's DHHS Information Security Requirements Exhibit.

1.30.2. Completion of Transition Services

1.30.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (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 fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.30.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.30.3. Disagreement over Transition Services Results

1.30.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (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 Agreement.

1.31. Website and Social Media

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- 1.31.1. 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 Department of Information Technology (DoIT) website and social media requirements and policies.
- 1.31.2. The Contractor agrees 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 the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement 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.
- 1.31.3. State of New Hampshire's Website Copyright
 - 1.31.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

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Contractor Initials

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Monadnock Developmental Services, Inc.

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Date 5/28/2025

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

EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved in the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within 45 days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

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

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Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement that reference the Department including but not limited to: reports, publications, advertisements, promotional materials, letters must receive prior written approval before the dissemination or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. 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.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

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

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- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. 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.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 37% Federal funds, Special Education Grants for Infants and Toddlers/Families, as awarded on July 1, 2023, by the U.S. Department of Education, Office of Special Education and Rehabilitative Services, ALN #84.181A, FAIN #H181A230127.
 - 1.2. 63% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
 - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-5, Budget.
4. Funds must be used in accordance with the provisions of the specified ALN numbers above.
5. **Billing for Services Covered Under Medicaid**
 - 5.1. 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.
 - 5.2. 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 funding for this Agreement without the appropriate Department approvals, according to Federal and State laws, rules, or regulations.
6. **Payment Terms Respective to the following contract services**
 - 6.1. Family Centered Early Supports and Services (FCESS) (Exhibits C-1 through C-3)
 - 6.1.1. FCESS State Early Intervention General Funds and Federal Part C Funds (Exhibits C-1 and C-2)
 - 6.1.1.1. The Contractor must ensure private insurance, and state funds, are billed in accordance with He-M. 500, Part 510.14, Utilization of Public and Private Insurance, Part

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EXHIBIT C

C federal funds follow Medicaid in accordance with 34 CFR §303.510 Payor of Last Resort.

- 6.1.1.2. The Contractor must obtain consent from families with both Private and Medicaid insurance prior to billing.
- 6.1.1.3. The Contractor's invoice must be net any other revenue received towards the services billed in fulfillment of FCESS State Early Intervention and Federal Part C Funding provisions of this Agreement.
- 6.1.1.4. The Contractor must include the following information with their invoice in a format provided by the Department:
 - 6.1.1.4.1. Name of individual served;
 - 6.1.1.4.2. Date of Birth;
 - 6.1.1.4.3. Insurance type and permission to bill;
 - 6.1.1.4.4. Date of service provided;
 - 6.1.1.4.5. Service provided;
 - 6.1.1.4.6. Provider name;
 - 6.1.1.4.7. Direct hours;
 - 6.1.1.4.8. Mileage; and
 - 6.1.1.4.9. Insurance revenue.
- 6.1.1.5. The Contractor must ensure:
 - 6.1.1.5.1. Part C Federal funds are used for providing direct services (i.e. speech, occupational therapy, Vision, Service Coordination, assessments, etc.) and training in accordance with 34 CFR §303.510;
 - 6.1.1.5.2. Part C Federal funds are necessary, reasonable, and allocable to provide direct services in accordance with 34 CFR §200.403;
 - 6.1.1.5.3. Services are determined by the IFSP and are not reimbursable by any other Federal, State, or private source;
 - 6.1.1.5.4. Expenses incurred when providing direct services to infants and toddlers without Medicaid

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must be prorated based on the percentage of infants and toddlers served without Medicaid.

6.1.1.6. The Contractor must ensure other local funds received to support FCESS program and services are reported to the Department including, but not limited to:

6.1.1.6.1. Grant opportunities.

6.1.1.6.2. Fundraising opportunities and activities.

6.1.1.6.3. Donations.

6.1.1.7. The Contractor may invoice for any cost that is necessary and reasonable to the operations of the program and services provided to children that is not reimbursable by Medicaid revenue offset.

6.1.2. Regional FCESS Training (Exhibit C-2)

6.1.2.1. The Contractor agrees that FCESS training funds are split between all programs to ensure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B, Scope of Services, Section 1.17.13.

6.1.2.2. Documentation of paid expenses (i.e. receipt) and attendance (i.e. certificate or sign in sheet) is required for reimbursements.

6.1.3. FCESS Hearing and Vision (Exhibit C-3)

6.1.3.1. The Contractor must ensure FCESS Hearing and Vision funds are accessible to all programs as needed to meet increased costs of professionals for service needs identified in a child's IFSP In accordance with Exhibit B, Scope of Services, Section 1.17.8.

6.1.4. The Contractor must invoice for these services on a template provided by the Department.

6.2. Family Support Council (Exhibit C-4)

6.2.1. The Contractor must ensure payments for Family Support Council funds are made in accordance with 6.2.2 below.

6.2.2. Allowable uses of Family Support Council funds that are approved for distribution by the Family Support Council, and subsequently approved by the Contractor in accordance with He-M 519 and Exhibit B, Scope of Services, Section 1.18 are limited to direct support to families, in accordance with He-M 519.04 and 519.06, which may include the following:

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EXHIBIT C

- 6.2.2.1. Assistance related to crisis intervention/stabilization;
 - 6.2.2.2. Family networking events held by the council;
 - 6.2.2.3. Costs associated with families' attendance at Family Support Council meetings such as parent stipends and refreshments;
 - 6.2.2.4. Respite care;
 - 6.2.2.5. Environmental modifications;
 - 6.2.2.6. Inclusive social and recreational opportunities for the individual;
 - 6.2.2.7. Families' participation in conferences and workshops as requested;
 - 6.2.2.8. Financial assistance provided that is related to supporting a family to care of an individual member in the family home; and
 - 6.2.2.9. Contribution to the salary of the Family Support Coordinator in full or a portion thereof.
- 6.2.3. Pre-payments can be invoiced in circumstances where the Contractor was required to pay in advance for goods and services including but not limited to camperships, environmental modifications, conferences, and crisis intervention on behalf of individuals and families. This is the only exception for cost reimbursement.
- 6.3. General Funds (Exhibit C-5)
- 6.3.1. Allowable use of General Funds includes the following:
 - 6.3.1.1. One full time Family Support Coordinator and their travel costs;
 - 6.3.1.2. Case Management Staff salaries, benefits and travel costs for family supports services provided to individuals who are not eligible for Medicaid and their families;
 - 6.3.1.3. Information and referral, assistance to identify and assess a families' own strengths, needs and goals;
 - 6.3.1.4. Identification of and assistance to access community resources and supports;
 - 6.3.1.5. Training and conference attendance of family support staff;
 - 6.3.1.6. Assistance to access respite care;

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- 6.3.1.7. Collaboration with other agencies and systems:
 - 6.3.1.7.1. Community Mental Health Centers.
 - 6.3.1.7.2. No Wrong Door.
 - 6.3.1.7.3. SIS Accessibility Supports.
 - 6.3.1.7.4. Assessment Funding for Service planning.
 - 6.3.1.8. Assistance to individuals not covered by Medicaid or alternative funding sources for services including, but not limited to:
 - 6.3.1.8.1. Evaluations.
 - 6.3.1.8.2. Emergency medications.
 - 6.3.1.8.3. Assessments.
 - 6.3.1.8.4. Short term crisis supports.
 - 6.3.1.9. Other expenses with pre-approval from the Department.
7. The Contractor may 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.
 8. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period:
 - 8.1. Until the Contractor submits programmatic and financial reports identified in Exhibit B to the Department's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports must be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
 - 8.2. 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 1.25.
 - 8.3. If routine Department monitoring, a Quality Assurance Survey, 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.
 9. The Contractor must submit to the Department, within the timelines established by the Department, any and all data and reports required by the Department.
 10. The Contractor must submit an invoice for the services identified in Section 6, with the contract report and supporting documentation to the Department, no

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EXHIBIT C

later than the 30th day of the month following the month in which the services were provided. The Contractor must ensure each invoice:

- 10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 10.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 10.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
- 10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 10.6. Is assigned an electronic signature, includes the contract report and supporting documentation. All documentation is submitted to the Departments sFTP site and notification of the submission is emailed to dhhs.bdsinvoices@dhhs.nh.gov.
11. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of a completed invoice that includes all required supporting documentation.
12. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
13. Notwithstanding Paragraph 18, of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
 - 14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 14.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.
- 14.2.1. 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.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 14.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
15. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services						
Contractor Name: <i>Monadnock Developmental Services, Inc. - Region 5</i>						
Budget Request for: <i>Area Agency - ESS Gen Funds</i>						
Average Indirect Cost Rate (if applicable) 14%						
Line Item	SFY26 (7/1/25-6/30/26)			SFY27 (7/1/26-6/30/27)		
	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS
1. Salary & Wages	\$28,041		\$28,041	\$28,041		\$28,041
2. Fringe Benefits	\$15,454		\$15,454	\$15,454		\$15,454
3. Consultants	\$0		\$0			\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>			\$0			\$0
5.(a) Supplies - Educational			\$0			\$0
5.(b) Supplies - Lab			\$0			\$0
5.(c) Supplies - Pharmacy			\$0			\$0
5.(d) Supplies - Medical			\$0			\$0
5.(e) Supplies - Office			\$0			\$0
6. Travel			\$0			\$0
7. Software			\$0			\$0
8. (a) Other - Marketing/Communications			\$0			\$0
8. (b) Other - Education and Training			\$0			\$0
8. (c) Other - Other (specify below)						
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
<i>Other (please specify)</i>			\$0			\$0
9. Subrecipient Contracts	\$1,298,911	\$1,000,299	\$298,612	\$1,298,911	\$1,000,299	\$298,612
Total Direct Costs	\$1,342,406	\$1,000,299	\$342,107	\$1,342,406	\$1,000,299	\$342,107
Total Indirect Costs	\$13,524		\$13,524	\$13,524		\$13,524
	14%		14%	14%		14%
Subtotals	\$1,355,930	\$1,000,299	\$355,631	\$1,355,930	\$1,000,299	\$355,631
				TOTAL		\$711,262

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Contractor Initials
Date 5/28/2025

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services						
Contractor Name: <i>Monadnock Developmental Services, Inc. - Region 5</i>						
Budget Request for: <i>Area Agency - Part C</i>						
Average Indirect Cost Rate (if applicable) 0%						
Line Item	SFY26 (7/1/25-6/30/26)			SFY27 (7/1/26-6/30/27)		
	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Contractor Share/ Match	Program Cost - Funded by DHHS
1. Salary & Wages			\$0			\$0
2. Fringe Benefits			\$0			\$0
3. Consultants			\$0			\$0
4. Equipment <small>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</small>			\$0			\$0
5.(a) Supplies - Educational			\$0			\$0
5.(b) Supplies - Lab			\$0			\$0
5.(c) Supplies - Pharmacy			\$0			\$0
5.(d) Supplies - Medical			\$0			\$0
5.(e) Supplies - Office			\$0			\$0
6. Travel			\$0			\$0
7. Software			\$0			\$0
8. (a) Other - Marketing/Communications			\$0			\$0
8. (b) Other - Education and Training			\$0			\$0
8. (c) Other - Other (specify below)						
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
9. Subrecipient Contracts	\$512,701	\$85,000	\$427,701	\$512,701	\$85,000	\$427,701
Total Direct Costs	\$512,701	\$85,000	\$427,701	\$512,701	\$85,000	\$427,701
Total Indirect Costs			\$0			\$0
Subtotals	\$512,701	\$85,000	\$427,701	\$512,701	\$85,000	\$427,701
				TOTAL		\$855,402

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 Contractor Initials
 Date 5/28/2025

Exhibit C-3, Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>Monadnock Developmental Services, Inc. - Region 5</i>				
Budget Request for: <i>Area Agency - Hearing & Vision, H&V</i>				
Average Indirect Cost Rate (if applicable) 0%				
Line Item	SFY26 (7/1/25-6/30/26)		SFY27 (7/1/26-6/30/27)	
	Total Program Cost	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Funded by DHHS
1. Salary & Wages		\$0		\$0
2. Fringe Benefits		\$0		\$0
3. Consultants		\$0		\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		\$0		\$0
5.(a) Supplies - Educational		\$0		\$0
5.(b) Supplies - Lab		\$0		\$0
5.(c) Supplies - Pharmacy		\$0		\$0
5.(d) Supplies - Medical		\$0		\$0
5.(e) Supplies - Office		\$0		\$0
6. Travel		\$0		\$0
7. Software		\$0		\$0
8. (a) Other - Marketing/Communications		\$0		\$0
8. (b) Other - Education and Training		\$0		\$0
8. (c) Other - Other (specify below)				
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
9. Subrecipient Contracts	\$25,000	\$25,000	\$25,000	\$25,000
Total Direct Costs	\$25,000	\$25,000	\$25,000	\$25,000
Total Indirect Costs		\$0		\$0
Subtotals	\$25,000	\$25,000	\$25,000	\$25,000
			TOTAL	\$50,000

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 Contractor Initials
 Date 5/28/2025

Exhibit C-4, Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>Monadnock Developmental Services, Inc. - Region 5</i>				
Budget Request for: <i>Area Agency - Family Support Council, FSC</i>				
Average Indirect Cost Rate (if applicable) 0%				
Line Item	SFY26 (7/1/25-6/30/26)		SFY27 (7/1/26-6/30/27)	
	Total Program Cost	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Funded by DHHS
1. Salary & Wages	\$15,000	\$15,000	\$15,000	\$15,000
2. Fringe Benefits		\$0		\$0
3. Consultants	\$6,591	\$6,591	\$6,591	\$6,591
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		\$0		\$0
5(a) Supplies - Educational		\$0		\$0
5(b) Supplies - Lab		\$0		\$0
5(c) Supplies - Pharmacy		\$0		\$0
5(d) Supplies - Medical		\$0		\$0
5(e) Supplies - Office		\$0		\$0
6. Travel	\$0	\$0		\$0
7. Software		\$0		\$0
8. (a) Other - Marketing/Communications		\$0		\$0
8. (b) Other - Education and Training	\$389	\$389	\$389	\$389
8. (c) Other - Other (specify below)				
<i>Other - Crisis Intervention-Stabilization</i>	\$7,500	\$7,500	\$7,500	\$7,500
<i>Other - Family Networking</i>	\$15,000	\$15,000	\$15,000	\$15,000
<i>Other - FSC Activities and Events</i>	\$0	\$0	\$0	\$0
<i>Other - Respite</i>	\$4,611	\$4,611	\$4,611	\$4,611
<i>Other - EMODS</i>	\$4,000	\$4,000	\$4,000	\$4,000
<i>Other - Social & Recreational</i>	\$12,000	\$12,000	\$12,000	\$12,000
<i>Other - Conference & Workshops</i>	\$4,000	\$4,000	\$4,000	\$4,000
<i>Other - Financial Assistance</i>	\$5,000	\$5,000	\$5,000	\$5,000
9. Subrecipient Contracts	\$500	\$500	\$500	\$500
Total Direct Costs	\$74,591	\$74,591	\$74,591	\$74,591
Total Indirect Costs		\$0		\$0
Subtotals	\$74,591	\$74,591	\$74,591	\$74,591
			TOTAL	\$149,182

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Contractor Initials

Date 5/28/2025

Exhibit C-5, Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>Monadnock Developmental Services, Inc. - Region 5</i>				
Budget Request for: <i>Area Agency - General Funds</i>				
Average Indirect Cost Rate (if applicable) 15%				
Line Item	SFY26 (7/1/25-6/30/26)		SFY27 (7/1/26-6/30/27)	
	Total Program Cost	Program Cost - Funded by DHHS	Total Program Cost	Program Cost - Funded by DHHS
1. Salary & Wages	\$107,309	\$107,309	\$102,486	\$102,486
2. Fringe Benefits	\$62,983	\$62,983	\$62,983	\$62,983
3. Consultants		\$0		\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		\$0		\$0
5.(a) Supplies - Educational		\$0		\$0
5.(b) Supplies - Lab		\$0		\$0
5.(c) Supplies - Pharmacy		\$0		\$0
5.(d) Supplies - Medical		\$0		\$0
5.(e) Supplies - Office		\$0		\$0
6. Travel		\$0		\$0
7. Software		\$0		\$0
8. (a) Other - Marketing/Communications		\$0		\$0
8. (b) Other - Education and Training		\$0		\$0
8. (c) Other - Other (specify below)				
<i>Other (Subrecipient - Assistance to Individuals)</i>	\$65,700	\$65,700	\$65,700	\$65,700
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
<i>Other (please specify)</i>		\$0		\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0
Total Direct Costs	\$235,992	\$235,992	\$231,169	\$231,169
Total Indirect Costs	\$35,399	\$35,399	\$34,675	\$34,675
	15%	15%	15%	15%
Subtotals	\$271,391	\$271,391	\$265,844	\$265,844
			TOTAL	\$537,235

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

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- 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 contract officer on whose contract 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 Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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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 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 (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D
Federal Requirements

Contractor's Initials

Date 5/28/2025

Initials
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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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: FLX3CP8wV989
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

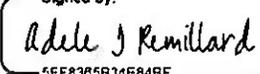
If the answer to #3 above is NO, please answer the following:

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

Name: _____	Amount: _____

Contractor Name: Monadnock Developmental Services

5/28/2025
Date: _____

Signed by:


 Name: Adele J Remillard
 Title: Board President

Initial


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

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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Exhibit E

DHHS Information Security Requirements

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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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DHHS Information Security Requirements

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information-lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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DHHS Information Security Requirements

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 State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

DHHS Information Privacy & Security at DHHSInformationSecurityOffice@dhhs.nh.gov

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Date 5/28/2025

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Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions.**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information 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.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

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[Signature]

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officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, Helpdesk@doit.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.
 - I. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520:

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

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comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Monadnock Developmental Services

The State

Name of the Contractor

DocuSigned by: Melissa Hardy

Signed by: Adele J Remillard

1323A24040DF495 Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Adele J Remillard

Name of Authorized Representative

Name of Authorized Representative

Director, DLTSS

Board President

Title of Authorized Representative

Title of Authorized Representative

5/28/2025

5/28/2025

Date

Date

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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 MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69358

Certificate Number: 0007185530



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2025.

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

David M. Scanlan
Secretary of State



MONADNOCK
DEVELOPMENTAL
SERVICES

CERTIFICATE OF AUTHORITY

I, Steven Nelson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Vice-President of Monadnock Developmental Services, Inc.
(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 19, 2025 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Adele Remillard, Board President (may list more than one person)

is duly authorized on behalf of Monadnock Developmental Services, Inc. to enter into contracts or agreements with the State

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **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: 5/19/25

Signature of Elected Officer

Name: STEVEN-R NELSON

Title: VICE PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

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 The Hill Group New England, LLC PO Box 806 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (877) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hillgroup.com														
INSURED Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

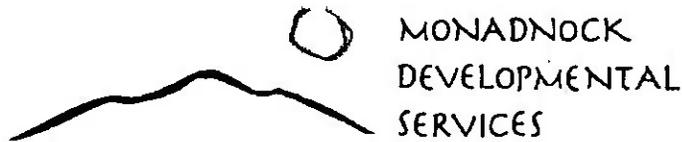
COVERAGES **CERTIFICATE NUMBER: 24/25** **REVISION NUMBER:**

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	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK2575113-020	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2575118-020	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB872093-020	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	PROFESSIONAL LIABILITY			PHPK2575113-020	07/01/2024	07/01/2025	EACH CLAIM \$1,000,000 AGGREGATE \$3,000,000

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

CERTIFICATE HOLDER State of New Hampshire, Department of Health & Human Services 129 Pleasant St. 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
---	--



MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC. AND SUBSIDIARY

**FOR THE YEARS ENDED
JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORTS AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

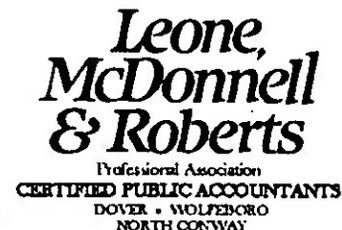
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit corporation) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2023, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2023, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Monadnock Developmental Services, Inc. and Subsidiary 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 these consolidated 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 consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Developmental Services, Inc. and Subsidiary's ability to continue as a going concern within one year after the date that the consolidated 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 consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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

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

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

Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 18, 2024, on our consideration of Monadnock Developmental Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Monadnock Developmental Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Monadnock Developmental Services, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2022 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 28, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
July 18, 2024

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2023 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ASSETS</u>				
	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2023</u>	<u>Consolidated Totals 2022</u>
CURRENT ASSETS					
Cash and equivalents	\$ 4,403,736	\$ 253,794	\$ -	\$ 4,657,530	\$ 4,330,267
Client funds	570,341	-	-	570,341	521,701
Accounts receivable:					
Medicaid	1,773,291	-	-	1,773,291	2,462,245
Other	67,715	-	-	67,715	156,493
Prepaid expenses	223,976	16,633	-	240,609	223,876
Deposits	5,860	-	-	5,860	8,010
	<u>7,044,919</u>	<u>270,427</u>	<u>-</u>	<u>7,315,346</u>	<u>7,702,592</u>
PROPERTY AND EQUIPMENT, NET	<u>911,069</u>	<u>2,377,658</u>	<u>-</u>	<u>3,288,727</u>	<u>3,406,717</u>
OTHER ASSETS					
Loan reserves	-	225,281	-	225,281	207,882
Right of use - asset, operating	44,329	-	-	44,329	-
Investment in insurance captive	155,277	-	-	155,277	168,328
	<u>199,606</u>	<u>225,281</u>	<u>-</u>	<u>424,887</u>	<u>376,210</u>
Total assets	<u>\$ 8,155,594</u>	<u>\$ 2,873,366</u>	<u>\$ -</u>	<u>\$ 11,028,960</u>	<u>\$ 11,485,519</u>
<u>LIABILITIES AND NET ASSETS</u>					
CURRENT LIABILITIES					
Client funds	\$ 570,341	\$ -	\$ -	\$ 570,341	\$ 521,701
Accounts payable	2,293,670	7,995	-	2,301,665	1,857,251
Accrued salaries and wages and related expenses	498,463	-	-	498,463	704,783
Accrued sick time	115,041	-	-	115,041	110,595
Other accrued expenses	2,500	8,614	-	11,114	11,364
Refundable advances	169,731	-	-	169,731	1,007,065
Current portion of right of use liability, operating	19,332	-	-	19,332	-
Current portion of capital lease	-	-	-	-	10,606
Current portion of long term debt	36,509	104,826	-	141,335	141,972
	<u>3,705,587</u>	<u>121,435</u>	<u>-</u>	<u>3,827,022</u>	<u>4,365,337</u>
TOTAL CURRENT LIABILITIES					
	<u>3,705,587</u>	<u>121,435</u>	<u>-</u>	<u>3,827,022</u>	<u>4,365,337</u>
NONCURRENT LIABILITIES					
Right of use liability, less current portion, operating shown above	24,997	-	-	24,997	-
Long term debt, less current portion shown above	259,458	2,198,837	-	2,458,295	2,596,847
	<u>284,455</u>	<u>2,198,837</u>	<u>-</u>	<u>2,483,292</u>	<u>2,596,847</u>
Total long term liabilities					
	<u>284,455</u>	<u>2,198,837</u>	<u>-</u>	<u>2,483,292</u>	<u>2,596,847</u>
Total liabilities	<u>3,990,042</u>	<u>2,320,272</u>	<u>-</u>	<u>6,310,314</u>	<u>6,962,184</u>
NET ASSETS					
Without donor restrictions					
Board designated	753,460	-	-	753,460	730,740
Undesignated	3,412,092	553,094	-	3,965,186	3,792,595
	<u>4,165,552</u>	<u>553,094</u>	<u>-</u>	<u>4,718,646</u>	<u>4,523,335</u>
Total net assets without donor restrictions					
	<u>4,165,552</u>	<u>553,094</u>	<u>-</u>	<u>4,718,646</u>	<u>4,523,335</u>
Total	<u>\$ 8,155,594</u>	<u>\$ 2,873,366</u>	<u>\$ -</u>	<u>\$ 11,028,960</u>	<u>\$ 11,485,519</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2023</u>	<u>Consolidated Totals 2022</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS					
Revenues and Support					
Medicaid	\$ 35,805,051	\$ -	\$ -	\$ 35,805,051	\$ 34,258,674
State of New Hampshire - DDS	679,198	-	-	679,198	830,133
Other program fees	524,258	-	-	524,258	320,897
Residential fees	168,585	-	-	168,585	188,598
Rental income	151,041	353,464	(267,792)	236,713	204,769
Client resources	176,427	-	-	176,427	225,652
Grants	1,159,109	-	-	1,159,109	2,118,360
Vocational rehabilitation fees	24,950	-	-	24,950	19,900
Contributions and other public support	34,520	-	-	34,520	54,969
Investment income	1,532	304	-	1,836	1,453
Other income	93,097	-	-	93,097	120,819
Gain on sale of property	11,150	-	-	11,150	13,419
In-kind contributions	-	-	-	-	57,539
Total revenues and support	<u>38,828,918</u>	<u>353,768</u>	<u>(267,792)</u>	<u>38,914,894</u>	<u>38,415,182</u>
Expenses					
Program services					
Service Coordination	1,338,704	-	(69,361)	1,269,343	1,257,955
Family support	1,023,263	-	(43,715)	979,548	924,546
Subcontracted area agency program services	25,205,929	-	-	25,205,929	24,159,023
In house area agency program services:					
ISO	7,791,273	-	(71,160)	7,720,113	7,723,080
Non DDS funded programs:					
Other Non DDS funded programs	1,573,215	-	-	1,573,215	2,479,793
Railroad Street Mill, Inc.	-	317,167	-	317,167	301,980
Supporting services					
General management	1,737,824	-	(83,556)	1,654,268	1,778,900
Total expenses	<u>38,670,208</u>	<u>317,167</u>	<u>(267,792)</u>	<u>38,719,583</u>	<u>38,625,277</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS	158,710	36,601	-	195,311	(210,095)
NET ASSETS, BEGINNING OF YEAR	<u>4,006,842</u>	<u>516,493</u>	<u>-</u>	<u>4,523,335</u>	<u>4,733,430</u>
NET ASSETS, END OF YEAR	<u>\$ 4,165,552</u>	<u>\$ 553,094</u>	<u>\$ -</u>	<u>\$ 4,718,646</u>	<u>\$ 4,523,335</u>

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency Program	Total DORS Funded	Other Non DORS Funded	MDS 2023 Total	Railroad Street Mill Levy	Eliminations	Consolidated Totals 2023	Consolidated Totals 2022
Salaries and wages	988,946	719,267	543,831	-	2,812,445	5,094,489	890,759	5,925,248	-	-	5,925,248	5,987,927
Employee benefits	121,242	217,398	144,691	-	642,507	1,125,808	220,926	1,346,734	-	-	1,346,734	1,461,111
Payroll taxes	84,411	54,814	39,282	-	182,037	361,424	72,722	434,146	-	-	434,146	437,039
Family provider services	-	-	87,557	-	2,474,146	2,561,703	98,300	2,660,003	-	-	2,660,003	2,235,570
Respite care	1,945	-	111,981	-	230,550	344,376	4,184	348,560	-	-	348,560	354,888
Client treatment and care	-	14,584	-	-	208,498	223,617	-	223,617	-	-	223,617	232,557
Accounting fees	35,580	-	-	-	-	35,580	-	35,580	4,013	-	39,593	37,448
Legal fees	17,161	-	-	-	11,839	17,161	-	17,161	-	-	17,161	8,334
Other professional fees	86,914	57,789	891	-	906,552	157,412	33,734	1,911,465	6,689	-	1,918,154	1,944,859
Subcontractors	1,525	145,529	480	25,131,312	8,225	25,883,918	4,455	25,907,901	-	-	25,907,901	24,907,745
Staff development	63,556	683	43,715	-	142,433	339,095	78,994	418,059	-	(207,792)	210,267	102,987
Rent	-	69,361	-	-	3,063	54,330	37,804	92,134	52,366	-	144,500	129,170
Mortgage payments	-	-	3,747	-	36,429	40,176	27,991	68,167	21,118	-	89,285	48,522
Utilities	9,575	4,579	-	-	9,000	9,824	1,000	10,824	30,529	-	41,353	39,688
Repairs and maintenance	-	-	-	-	5,509	79,363	6,279	85,142	-	-	85,142	11,010
Property taxes	-	-	-	-	8,225	24,871	2,812	33,903	-	-	33,903	29,538
Home modifications	-	-	-	-	10,843	14,180	5,910	20,070	-	-	20,070	45,240
Office supplies	1,758	700	2,483	-	31,588	40,824	46,534	82,358	-	-	128,892	36,728
Building supplies	-	-	14,428	518	1,641	16,410	209	16,619	-	-	16,619	17,834
Client consumables	-	-	-	-	7,314	13,824	4,105	17,939	86,112	-	104,051	184,879
Medical supplies	1,970	2,039	1,491	-	13,824	14,289	720	15,009	-	-	15,009	13,009
Computer repairs	4,791	-	2,870	-	94,682	103,253	8,337	111,590	-	-	111,590	6,754
Equipment rental	2,419	3,493	-	63,748	14,105	7,607	730	8,337	-	-	8,337	8,337
Depreciation expense	183	-	787	-	3,770	4,553	5,813	9,366	-	-	9,366	48,158
Advertising	1,895	1,155	-	-	61,388	63,283	1,000	64,283	-	-	64,283	15,781
Printing	13,962	10,388	5,856	-	14,538	15,636	33,118	189,256	-	-	189,256	189,070
Telephone	5,371	2,265	1,985	-	132,858	159,138	3,575	162,711	-	-	162,711	5,908
Postage	2,350	14,700	6,432	-	3,875	28,351	11,245	39,596	27,138	-	66,734	124,944
Transportation	-	2,825	750	7,814	12,016	82,894	15,995	101,715	87,873	-	189,588	108,477
Assistance to individuals	39,263	13,980	9,911	-	2,954	216,264	5,785	222,957	1,353	-	224,310	81,793
Interest expense	120	387	84	-	-	-	-	-	-	-	-	-
Other expenses	213,539	-	-	-	-	-	-	-	-	-	-	-
Total functional expenses	\$ 1,777,924	\$ 1,338,704	\$ 1,023,283	\$ 25,206,529	\$ 7,791,212	\$ 37,098,893	\$ 1,573,215	\$ 38,672,108	\$ 117,167	\$ (207,792)	\$ 38,581,483	\$ 39,672,212

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2023	Consolidated Totals 2022
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ 158,710	\$ 36,601	\$ -	\$ 195,311	\$ (210,095)
Adjustments to reconcile changes in net assets to net cash from operating activities:					
Depreciation and amortization	98,767	86,112	-	184,879	198,016
Gain on sale of property	(11,150)	-	-	(11,150)	(13,419)
In-kind contributions	-	-	-	-	(57,539)
Decrease (increase) in assets:					
Accounts receivable - Medicaid	888,954	-	-	888,954	(226,966)
Accounts receivable - Other	88,778	-	-	88,778	(75,447)
Prepaid expenses	(4,791)	(11,942)	-	(16,733)	(14,412)
Deposits	2,150	-	-	2,150	1,800
Investment in insurance captive	13,051	-	-	13,051	-
Increase (decrease) in liabilities:					
Accounts payable	440,197	4,217	-	444,414	456,851
Accrued salaries, wages and related expenses	(206,320)	-	-	(206,320)	20,889
Accrued sick time	4,446	-	-	4,446	(7,095)
Other accrued expenses	(250)	-	-	(250)	-
Refundable advances	(837,334)	-	-	(837,334)	622,623
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>435,208</u>	<u>114,988</u>	<u>-</u>	<u>550,196</u>	<u>695,206</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchases of property and equipment	(66,889)	-	-	(66,889)	(16,808)
Proceeds from the sale of property	11,150	-	-	11,150	31,119
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(55,739)</u>	<u>-</u>	<u>-</u>	<u>(55,739)</u>	<u>14,311</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayment of capital lease	(10,606)	-	-	(10,606)	(24,498)
Repayment of long term debt	(38,789)	(100,400)	-	(139,189)	(149,198)
NET CASH USED IN FINANCING ACTIVITIES	<u>(49,395)</u>	<u>(100,400)</u>	<u>-</u>	<u>(149,795)</u>	<u>(173,696)</u>
NET INCREASE IN CASH AND EQUIVALENTS	330,074	14,588	-	344,662	535,821
CASH AND EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF YEAR	<u>4,073,662</u>	<u>464,487</u>	<u>-</u>	<u>4,538,149</u>	<u>4,002,328</u>
CASH AND EQUIVALENTS AND RESTRICTED CASH, END OF YEAR	<u>\$ 4,403,736</u>	<u>\$ 479,075</u>	<u>\$ -</u>	<u>\$ 4,882,811</u>	<u>\$ 4,538,149</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION					
Cash paid during the year for interest	<u>\$ 17,872</u>	<u>\$ 87,873</u>	<u>\$ -</u>	<u>\$ 105,745</u>	<u>\$ 108,477</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Monadnock Developmental Services, Inc. (MDS, the Organization) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and to collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

Principles of Consolidation

The consolidated financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Basis of Presentation

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

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

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

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

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
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Accrued Sick Time

The Organization has accrued a liability for future compensated sick time that its employees have earned and which is not vested with the employee.

Advertising

The Organization expenses advertising costs as incurred.

Property and Depreciation

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property and equipment consisted of the following at June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Land, buildings and improvements	\$ 5,448,542	\$ 5,425,492
Vehicles	193,008	376,635
Equipment	244,324	216,993
Furniture	<u>27,857</u>	<u>11,349</u>
	5,913,731	6,030,469
Less accumulated depreciation	<u>(2,625,004)</u>	<u>(2,623,752)</u>
Property, net	<u>\$ 3,288,727</u>	<u>\$ 3,406,717</u>

Depreciation expense for the years ended June 30, 2023 and 2022 was \$184,879 and \$198,016, respectively.

Income Taxes

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

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Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. The Organizations are subject to income tax examinations by the United States Federal or State tax authorities for the prior three years.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents. The following table provides a reconciliation of cash and equivalents and restricted cash reported within the consolidated statement of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2023</u>	<u>2022</u>
Cash and equivalents	\$ 4,657,530	\$ 4,330,267
Loan reserves	<u>225,281</u>	<u>207,882</u>
Total cash and equivalents and restricted cash	<u>\$ 4,882,811</u>	<u>\$ 4,538,149</u>

Accounts Receivable

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2023 and 2022. Accordingly, no allowance for doubtful accounts is considered necessary.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Direct assignment
All other expenses	Direct assignment

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2023 and 2022, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

The carrying amount of cash, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Donated Services and In-Kind Contributions

Contributed goods are recorded at fair value at the date of donation and capitalized when placed in service. The amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use through depreciation expense.

Railroad Street Mill, Inc. received gifts-in-kind for the year ended June 30, 2022 totaling \$57,539, which have been recorded as in-kind contributions on the consolidated statement of activities and as building improvements on the consolidated statement of financial position.

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New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of \$44,329 and operating lease liabilities of \$44,329 as of June 30, 2023. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

Revenue Recognition Policy

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

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

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

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 4,657,530	\$ 4,330,267
Client funds	570,341	521,701
Accounts receivable	1,841,006	2,618,738
Deposits	5,860	8,010
Loan reserves	<u>225,281</u>	<u>207,882</u>
Total financial assets	<u>7,300,018</u>	<u>7,686,598</u>

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
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Less amounts not available to be used within one year:		
Board designated funds	753,460	730,740
Client funds	570,341	521,701
Loan reserves	<u>225,281</u>	<u>207,882</u>
Amounts not available within one year	<u>1,549,082</u>	<u>1,460,323</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 5,750,936</u>	<u>\$ 6,226,275</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$4.8 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. CONCENTRATION OF CREDIT RISK

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

4. INVESTMENT IN INSURANCE CAPTIVE

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered into an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016. The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organization's participant investment into the captive insurance program amounted to \$155,277 and \$168,328 at June 30, 2023 and 2022, respectively.

5. DEMAND NOTE PAYABLE

For the years ended June 30, 2023 and 2022, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2023 and 2022 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2023 and 2022, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

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6. CAPITAL LEASE

During the year ended June 30, 2018, Monadnock Developmental Services, Inc. entered into a capital lease agreement for the purchase of equipment. The economic substance of the lease is that the Organization is financing the acquisition of equipment through the lease; accordingly, the equipment is recorded as an asset and the lease obligation is recorded as a liability. The total capitalized cost is \$113,130. The lease requires annual payments of principal and interest of \$25,800. The interest rate of the lease is 5.428% with a term of five years which expires November 2023. Accumulated amortization on the equipment at June 30, 2023 and 2022 was \$101,817 and \$79,191, respectively.

The capital lease was paid off in full as of June 30, 2023 and therefore no right of use asset or liability related to the lease is reflected in the Financial Statements.

7. LONG TERM DEBT

Long term debt consisted of the following at June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$761 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 8.75% and 5.25% at June 30, 2023 and 2022, respectively. The note is collateralized by real estate owned by the Organization.	\$ 79,084	\$ 84,653
5% note payable to a corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	57,411	65,643
4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.	24,413	28,333

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	<u>2023</u>	<u>2022</u>
Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization.	106,969	113,452
Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.	28,090	38,161
3.99% note payable to a bank in monthly installments for principal and interest of \$1,535 through September 2022. The note was collateralized by Company vehicles and paid in full during 2023.	-	4,515
<u>RAILROAD STREET MILL, INC.</u>		
4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.	1,964,008	2,042,971
3.75% note payable to an economic development corporation in monthly instalments for principal and interest of \$2,376 through June of 2030. The note is collateralized by real estate owned by the Organization.	177,155	198,591
0% note payable to an economic development corporation. There are no payments due on the note until June of 2030 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.	<u>162,500</u>	<u>162,500</u>
	2,599,630	2,738,819
Less current portion due within one year	<u>(141,335)</u>	<u>(141,972)</u>
	<u>\$ 2,458,295</u>	<u>\$ 2,596,847</u>

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The scheduled maturities of long term debt as of June 30, 2023 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2024	\$ 141,335
2025	149,176
2026	149,552
2027	149,417
2028	155,550
Thereafter	<u>1,854,600</u>
	<u>\$ 2,599,630</u>

8. BOARD DESIGNATED FUNDS

As of June 30, 2023 and 2022, the Board of Directors has designated funds to be used for the following:

	<u>2023</u>	<u>2022</u>
Development costs	\$ 439,326	\$ 417,425
Property maintenance and acquisitions	<u>314,134</u>	<u>313,315</u>
	<u>\$ 753,460</u>	<u>\$ 730,740</u>

9. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2023 and 2022 was \$109,490 and \$105,932, respectively.

10. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For the years ended June 30, 2023 and 2022, approximately 92% and 89% of the total support and revenue was derived from Medicaid, respectively. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

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Medicaid receivables comprise approximately 96% and 94% of the total accounts receivable balances at June 30, 2023 and 2022, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in **Note 5**.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

11. LEASE COMMITMENTS

On July 1, 2022, Monadnock Developmental Services, Inc. was required to adopt ASU 2016-02, Leases (Topic 842). As part of implementing ASU 2016-02, Monadnock Developmental Services, Inc. evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Monadnock Developmental Services, Inc.'s right to use underlying assets for the lease term, and the lease liabilities represent the Monadnock Developmental Services, Inc.'s obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. Monadnock Developmental Services, Inc. has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 3.01% at July 1, 2022. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. Monadnock Developmental Services, Inc.'s operating leases are described below.

Monadnock Developmental Services, Inc. leases a facility from an unrelated party under the terms of operating leases with an expiration through September, 2025. The payments under this lease totaled \$20,400 for each of the years ended June 30, 2023 and 2022.

Monadnock Developmental Services, Inc. has other various leases to rent certain facilities for their programs. These leases are on a month-to-month basis or are for one year or less. Such leases are not subject to ASU 2016-02. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$395,659 and \$350,358 for the years ended June 30, 2023 and June 30, 2022, respectively.

Monadnock Developmental Services, Inc. elected to use the risk free rate of 3.01% on all operating leases. The weighted average discount rate is 3.01%, the weighted average remaining lease term for operating lease obligations is 2.25 years.

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During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for the years ended June 30, 2023 and 2022 was \$267,792 and \$267,791, respectively, and has been eliminated in consolidation.

The approximate future minimum lease payments on the above leases as of June 30, 2023 were as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2024	\$ 20,400
2025	20,400
2026	<u>5,100</u>
	45,900
Less imputed interest	<u>1,571</u>
Total	<u>\$ 44,329</u>

12. RENTAL INCOME

The Organization leases commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and five years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. The future minimum annual rent to be received under the operating leases in effect at June 30, 2023 were as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2024	\$ 70,605
2025	70,605
2026	<u>35,303</u>
	<u>\$ 176,513</u>

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13. CONTINGENCIES

Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2023.

14. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2023 and 2022, client funds held by the Organization were as follows:

	<u>2023</u>	<u>2022</u>
Client funds administered by the Organization	\$ <u>570,341</u>	\$ <u>521,701</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

15. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

16. AMERICAN RESCUE PLAN ACT

During March 2022, the Organization received funds from the State of New Hampshire Department of Health and Human Services from the American Rescue Plan Act to be used for Recruitment, Retention, and Training Programs (RRTP) for direct support workers (DSWs), direct support professionals (DSPs), and immediate supervisors. These were funds allocated for case management agencies for their employees and to pass funds through to subcontractors. During the years ended June 30, 2023 and 2022, the Organization expended \$563,023 and \$1,836,430, respectively, under the grant through payroll and subcontractor expenses. Deferred revenue of \$6,250 and \$296,596 related to the program has been recorded as a liability on the consolidated statement of financial position at June 30, 2023 and 2022, respectively.

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17. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications had no effect on the previously reported change in net assets, or net assets amounts.

18. 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 July 18, 2024, the date the June 30, 2023 financial statements were available for issuance.

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	Total DOS Funded	Other Non DOS Funded	Total Non DOS Funded	MDS 2023 Total	Railroad Street MIA, Inc.	Eliminations	Consolidated Totals 2023	Consolidated Totals 2022
Medicaid	\$ 13,778	\$ 1,122,200	\$ 1,050,380	\$ 26,119,453	\$ 7,473,691	\$ 35,779,502	\$ 25,549	\$ 25,549	\$ 35,805,051	\$ -	\$ -	\$ 35,805,051	\$ 34,258,674
State of New Hampshire - DDS	-	100,775	53,028	328,774	195,723	679,198	-	-	679,198	-	-	679,198	830,133
Other program fees	-	-	(21,441)	-	486,623	465,182	59,076	59,076	524,258	-	-	524,258	320,897
Residential fees	-	-	-	28,677	121,704	150,381	18,204	18,204	168,585	-	-	168,585	188,598
Rental income	-	-	2,400	-	-	2,400	148,641	148,641	151,041	353,464	(267,792)	236,713	204,769
Client resources	64,470	-	-	55,754	56,203	176,427	-	-	176,427	-	-	176,427	225,852
Grants	578,200	-	74,659	-	-	652,859	506,250	506,250	1,159,109	-	-	1,159,109	2,118,360
Vocational rehabilitation fees	-	-	-	-	24,950	24,950	-	-	24,950	-	-	24,950	19,900
Contributions and other public support	34,520	-	-	-	-	34,520	-	-	34,520	-	-	34,520	54,989
Investment income	1,532	-	-	-	-	1,532	-	-	1,532	304	-	1,836	1,453
Other income	21,915	49,230	-	-	12,520	83,674	9,423	9,423	93,097	-	-	93,097	120,819
Gain on sale of assets	11,150	-	-	-	-	11,150	-	-	11,150	-	-	11,150	13,419
In-kind contributions	-	-	-	-	-	-	-	-	-	-	-	-	57,539
Total functional revenues	\$ 725,695	\$ 1,272,214	\$ 1,159,924	\$ 26,532,658	\$ 8,371,414	\$ 38,061,775	\$ 767,143	\$ 767,143	\$ 38,828,918	\$ 353,768	\$ (267,792)	\$ 38,914,894	\$ 38,415,182

MONADNOCK DEVELOPMENTAL SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURE
<u>U.S. Department of Housing and Urban Development</u>				
<i>Housing Voucher Cluster</i>				
Section 8 Housing Choice Vouchers	14.871	Keene Housing	Unknown	<u>\$ 7,212</u>
Total U.S. Department of Housing and Urban Development				<u>\$ 7,212</u>
<u>U.S. Department of Education</u>				
Special Education - Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	<u>\$ 171,866</u>
Total U.S. Department of Education				<u>\$ 171,866</u>
<u>U.S. Department of Health & Human Services</u>				
Provider Relief Fund	93.498	Direct award	N/A	<u>\$ 578,200</u>
Social Services Block Grant	93.667	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7858	39,166
<i>Medicaid Cluster</i>				
ARPA Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	N/A	<u>563,023</u>
Total U.S. Department of Health & Human Services				<u>\$ 1,180,389</u>
TOTAL				<u>\$ 1,359,467</u>

See Notes to Schedule of Expenditures of Federal Awards

MONADNOCK DEVELOPMENTAL SERVICES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Monadnock Developmental Services, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Monadnock Developmental Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

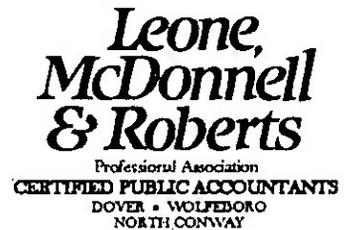
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

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

NOTE 4 SUBRECIPIENTS

Monadnock Developmental Services, Inc. had no subrecipients for the year ended June 30, 2023.



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

To the Board of Directors of
Monadnock Developmental Services, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit corporation) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2023, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated July 18, 2024.

Report on Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

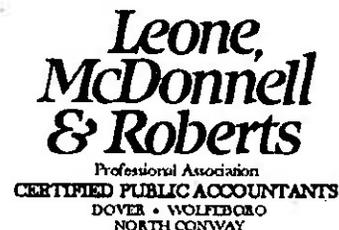
As part of obtaining reasonable assurance about whether Monadnock Developmental Services, Inc. and Subsidiary's consolidated financial statements are free of material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance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

Purpose of this Report

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

*Leone McDonnell & Roberts
Professional Association*

Wolfeboro, New Hampshire
July 18, 2024



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

To the Board of Directors of
Monadnock Developmental Services, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Monadnock Developmental Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Monadnock Developmental Services, Inc.'s major federal programs for the year ended June 30, 2023. Monadnock Developmental Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Monadnock Developmental Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditors' Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Monadnock Developmental Services, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Monadnock Developmental Services, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Developmental Services, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

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

Report on Internal Control Over Compliance

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

requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

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

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

*Leone McDonnell & Roberts
Professional Association*

Wolfeboro, New Hampshire
July 18, 2024

MONADNOCK DEVELOPMENTAL SERVICES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Monadnock Developmental Services, Inc. and Subsidiary were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Monadnock Developmental Services, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Monadnock Developmental Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The program tested as a major program was: U.S. Department of Health and Human Services, Medical Assistance Program, ALN 93.778 (Medicaid Cluster) and U.S. Department of Health and Human Services, Provider Relief Fund, ALN 93.498.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Monadnock Developmental Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

MONADNOCK DEVELOPMENTAL SERVICES, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended June 30, 2022.

MDS - 2020 BOD

<u>Board Member</u>	<u>Title</u>	<u>Address</u>	<u>Town</u>	<u>State</u>	<u>Zip</u>	<u>RSM BOARD ALSO</u>
Michael Forrest	member					
Erin Patriode	member					
Beth Provost	Secretary					X
Mickey Cronin	member					
Elizabeth Kenney	member					
Terry Manahan	member					
Adele Remillard	President					X
Jeanne Hearn	member					
Steven Nelson	Vice President					X
Jordan, Timothy	member					
Farina, Jonathan	Treasurer					X
Wendy O'Brien	member					
Howard Clark	member					

Mary-Anne Wisell

Current Employment

Monadnock Developmental Services, Keene NH

Executive Director (2022- Present)

Responsible for policy, planning administering and monitoring services for citizens with a qualifying developmental disability in New Hampshire's Region V catchment area.

Other roles within the agency (2002-2022): Director of Operations, Director of Service Coordination, Adult Services Coordinator

Education

Keene State College, Keene, NH

Bachelor's Degree in Elementary Education

Joel D. Fitzpatrick

Director of Finance

Experience

Monadnock Developmental Services, Keene, NH

2009 to Present

Director of Finance

Responsible for all financial operations of a \$15 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities.

Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

Education

University of Massachusetts, Amherst, MA

Alissa S Delaney

Professional Experience

Monadnock Developmental Services

Keene, NH

July 2024 to Present

Children's Service Coordination Supervisor / Family Support Coordinator

June 2014 to June 2024

Children's Service Coordinator

January 2012 to June 2014

ISO Program Manager

April 2005-2007; April 2009-January 2012

Direct Support Professional

Alstead Primary School

Alstead, NH

September 2005 to August 2006

Paraprofessional

Milestones Children's Center

Claremont, NH

July 2004 to March 2005

Director of Child Care

Education

Keene State College, Keene NH

Renee Bryan

Professional Experience

Monadnock Developmental Services

Keene, NH

8/2022 - Present

Children's Service Coordinator (respite & ESS)

Somerville Theater

Somerville, MA

12/2021 – 5/2022

Front End Associate

Education

Lesley University, Boston MA

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Monadnock Developmental Services, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Mary-Anne Wisell	Executive Director	\$0.00	\$143,221.00
Joel Fitzpatrick	Director of Finance	\$0.00	\$97,240.00
Alissa Delaney	Family Support Coordinator	\$59,000.00	\$59,000.00
Renee Bryan	Early Intervention Coordinator	\$26,705.00	\$48,555.00
		\$0.00	\$0.00
		\$0.00	\$0.00