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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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May 23, 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 Moore Center Services, Inc. (VC#154355-B001), Manchester, NH, in the amount of \$2,890,276 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. 26% Federal Funds. 74% 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 2434 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:

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

- 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.

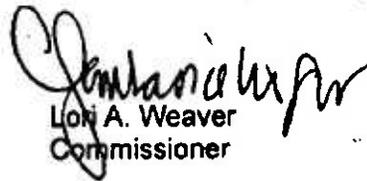
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council 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 7.

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svs	93007013	\$205,765.00
2026	103-502664	Contracts for Operational Svs	93007013	\$299,046.00
2027	102-500731	Contracts for Program Svs	93007013	\$205,765.00
2027	103-502664	Contracts for Operational Svs	93007013	\$323,732.00
			<i>Subtotal</i>	\$1,034,308.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svs	93057014	\$546,757.00
2027	102-500731	Contracts for Program Svs	93057014	\$546,757.00
			<i>Subtotal</i>	\$1,093,514.00

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)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	074-500589	Grants for Pub Asst and Relief	93053674	\$381,227.00
2027	074-500589	Grants for Pub Asst and Relief	93053674	\$381,227.00
			<i>Subtotal</i>	\$762,454.00

			Total	\$2,890,276.00
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Subject: Area Agency SS-2026-DLTSS-01-AREAA-08

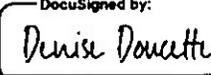
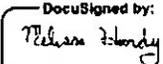
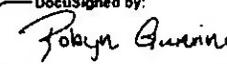
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester, NH, 03102	
1.5 Contractor Phone Number 603-668-5423	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$2,890,276
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/22/2025		1.12 Name and Title of Contractor Signatory Denise Doucette CFO/VP	
1.13 State Agency Signature DocuSigned by:  Date: 5/22/2025		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/31/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

DS

 Contractor Initials
 Date: 5/22/2025

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.

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Contractor Initials
Date 5/22/2025

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 
Date 5/22/2025

**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 7, 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) programing.
- 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^{OS}

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

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: Net assets (total assets less total liabilities) divided by 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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Moore Center Services, Inc.

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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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 26% 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. 74% 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

**New Hampshire Department of Health and Human Services
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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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- 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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**New Hampshire Department of Health and Human Services
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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.

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

EXHIBIT C

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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>Moore Center Services, Inc. - Region 7</i>						
Budget Request for: <i>Area Agency - ESS Gen Funds</i>						
Average Indirect Cost Rate (if applicable) 13%						
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	\$1,200,000	\$921,233	\$278,767	\$1,300,000	\$1,021,733	\$278,267
2. Fringe Benefits	\$378,000	\$325,500	\$52,500	\$398,000	\$345,000	\$53,000
3. Consultants	\$500	\$500	\$0	\$500	\$500	\$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>	\$500	\$500	\$0	\$500	\$500	\$0
5.(a) Supplies - Educational	\$2,000	\$2,000	\$0	\$2,000	\$2,000	\$0
5.(b) Supplies - Lab			\$0			\$0
5.(c) Supplies - Pharmacy			\$0			\$0
5.(d) Supplies - Medical			\$0			\$0
5.(e) Supplies - Office	\$8,200	\$8,200	\$0	\$8,300	\$8,300	\$0
6. Travel	\$11,000	\$10,000	\$1,000	\$11,000	\$10,500	\$500
7. Software			\$0			\$0
8. (a) Other - Marketing/Communications			\$0			\$0
8. (b) Other - Education and Training	\$5,000	\$5,000	\$0	\$5,000	\$5,000	\$0
8. (c) Other - Other (specify below)			\$0			\$0
Other: Interpreters	\$8,000	\$8,000	\$0	\$9,000	\$9,000	\$0
Other: IT Costs & Maintenance	\$27,500	\$27,500	\$0	\$27,500	\$27,000	\$500
Other: Telephones & Tablets	\$15,300	\$14,300	\$1,000	\$15,300	\$14,300	\$1,000
Other: Professional license	\$5,000	\$5,000	\$0			\$0
Other: Office Space Costs & Bills	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
9. Subrecipient Contracts (show number below)	\$1,840,752	\$1,684,752	\$156,000	\$1,840,752	\$1,684,752	\$156,000
Total Direct Costs	\$3,521,752	\$3,032,485	\$489,267	\$3,637,852	\$3,148,585	\$489,267
Total Indirect Costs	\$257,550	\$200,060	\$57,490	\$274,965	\$217,475	\$57,490
	14%		13%	14%		13%
Subtotals	\$3,779,302	\$3,232,545	\$546,757	\$3,912,817	\$3,366,060	\$546,757
				TOTAL		\$1,093,514

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Contractor Initials
Date 5/22/2025

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services						
Contractor Name: Moore Centor Services, Inc. - Reg 7						
Budget Request for: Area Agency - Part C						
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	\$220,000	\$105,341	\$114,659	\$220,000	\$106,341	\$114,659
2. Fringe Benefits	\$95,000	\$53,484	\$41,516	\$95,000	\$53,484	\$41,516
3. Consultants	\$0	\$0	\$0	\$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	\$2,000	\$2,000	\$0	\$2,000	\$2,000	\$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	\$13,000	\$1,000	\$12,000	\$13,000	\$888	\$12,000
7. Software			\$0			\$0
8. (a) Other - Marketing/Communications			\$0			\$0
8. (b) Other - Education and Training	\$3,000	\$0	\$3,000	\$3,000	\$0	\$3,000
8. (c) Other - Other (specify below)						
Other: Interpreters	\$45,000	\$5,000	\$40,000	\$45,000	\$5,000	\$40,000
Other: Office Rent & Associated costs for direct service providers	\$5,112	\$5,112	\$0	\$5,112	\$5,112	\$0
Other: IT Costs & Maintenance for direct service providers	\$6,250	\$6,250	\$0	\$6,250	\$6,250	\$0
Other: Telephone & Tablet	\$5,076	\$5,076	\$0	\$5,276	\$5,276	\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
Other (please specify)			\$0			\$0
9. Subrecipient Contracts	\$171,552	\$0	\$170,052	\$171,552	\$0	\$170,052
Total Direct Costs	\$565,990	\$183,263	\$381,227	\$566,190	\$184,351	\$381,227
Total Indirect Costs			\$0			\$0
Subtotals	\$565,990	\$183,263	\$381,227	\$566,190	\$184,351	\$381,227
				TOTAL		\$762,454

Exhibit C-3, Budget

New Hampshire Department of Health and Human Services				
		Contractor Name: <i>Moore Center Services, Inc. - Region 7</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	\$500	\$500	\$500	\$500
2. Fringe Benefits	\$500	\$500	\$500	\$500
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	\$500	\$500	\$500	\$500
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	\$48,500	\$48,500	\$48,500	\$48,500
Total Direct Costs	\$50,000	\$50,000	\$50,000	\$50,000
Total Indirect Costs		\$0		\$0
Subtotals	\$50,000	\$50,000	\$50,000	\$50,000
			TOTAL	\$100,000

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Contractor Initials

5/22/2025
Date

Exhibit C-4, Budget

New Hampshire Department of Health and Human Services				
		Contractor Name: <i>Moore Center Services, Inc. - Region 7</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		\$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	\$609	\$609	\$609	\$609
6. Travel		\$0		\$0
7. Software	\$480	\$480	\$480	\$480
8. (a) Other - Marketing/Communications	\$1,500	\$1,500	\$1,500	\$1,500
8. (b) Other - Education and Training	\$1,900	\$1,900	\$1,900	\$1,900
8. (c) Other - Other (specify below)				
<i>Other - Crisis Intervention-Stabilization</i>	\$6,000	\$6,000	\$6,000	\$6,000
<i>Other - Family Networking</i>	\$8,000	\$8,000	\$8,000	\$8,000
<i>Other - FSC Activities and Events</i>	\$15,500	\$15,500	\$15,500	\$15,500
<i>Other - Respite</i>	\$34,500	\$34,500	\$34,500	\$34,500
<i>Other - EMODS</i>	\$1,000	\$1,000	\$1,000	\$1,000
<i>Other - Social & Recreational</i>	\$32,000	\$32,000	\$32,000	\$32,000
<i>Other - Conference & Workshops</i>	\$20,000	\$20,000	\$20,000	\$20,000
<i>Other - Financial Assistance</i>	\$34,000	\$34,000	\$34,000	\$34,000
9. Subrecipient Contracts	\$276	\$276	\$276	\$276
Total Direct Costs	\$155,765	\$155,765	\$155,765	\$155,765
Total Indirect Costs		\$0		\$0
Subtotals	\$155,765	\$155,765	\$155,765	\$155,765
			TOTAL	\$311,530

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Contractor Initials
Date 5/22/2025

Exhibit C-5, Budget

New Hampshire Department of Health and Human Services				
Contractor Name: Moore Center Services, Inc. - Region 7				
Budget Request for: Area Agency - General Funds				
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	\$178,416	\$178,416	\$198,836	\$198,836
2. Fringe Benefits	\$72,323	\$72,323	\$72,323	\$72,323
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	\$200	\$200	\$200	\$200
6. Travel	\$100	\$100	\$100	\$100
7. Software	\$1,000	\$1,000	\$1,000	\$1,000
8. (a) Other - Marketing/Communications	\$1,000	\$1,000	\$1,000	\$1,000
8. (b) Other - Education and Training	\$1,000	\$1,000	\$2,000	\$2,000
8. (c) Other - Other (specify below)				
<i>Other - Assistance to Individuals</i>	\$6,000	\$6,000	\$6,112	\$6,112
<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		\$0		\$0
Total Direct Costs	\$260,039	\$260,039	\$281,571	\$281,571
Total Indirect Costs	\$39,007	\$39,007	\$42,161	\$42,161
	15%	15%	15%	15%
Subtotals	\$299,046	\$299,046	\$323,732	\$323,732
			TOTAL	\$622,778

Contractor Initials 

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;

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

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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.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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.

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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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.

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: N4KEMG6DQF37
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

NO YES

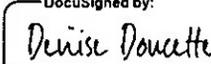
If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

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

Name: _____	Amount: _____

Contractor Name: Moore Center Services, Inc.

5/22/2025
Date: _____

DocuSigned by:

8528800A814B100
 Name: Denise Doucette
 Title: CFO/VP

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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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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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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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/doi/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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- 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.

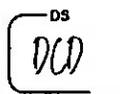
Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until 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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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 5/22/2025

New Hampshire Department of Health and Human Services

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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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

Moore Center Services, Inc.

The State

Name of the Contractor

DocuSigned by: Melissa Hardy

DocuSigned by: Denise Doucette

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Denise Doucette

Name of Authorized Representative

Name of Authorized Representative

Director, DLTSS

CFO/VP

Title of Authorized Representative

Title of Authorized Representative

5/22/2025

5/22/2025

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

Business ID: 61654

Certificate Number: 0007186173



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2025.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

J. Preston Hunter

1. J. Preston Hunter, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Moore Center 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 April 9, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Janet Bamberg, President & CEO or Denise Voucette, VP & CFO
(Name and Title of Contract Signatory) (may list more than one person)

is duly authorized on behalf of Moore Center Services, Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/15/25

J. Preston Hunter
Signature of Elected Officer
Name: J. Preston Hunter
Title: Chair, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2025

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Stephanie Peffer PHONE (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com																					
INSURED Moore Center Services; Moore Realty, Inc. 195 Mcgregor Street #400 Manchester NH 03102	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td style="width: 30%;">Selective Insurance Co of Southeast</td> <td style="width: 20%; text-align: center;">39926</td> </tr> <tr> <td>INSURER B:</td> <td>Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Selective Insurance Co of Southeast	39926	INSURER B:	Granite State Health Care and Human Services Self-		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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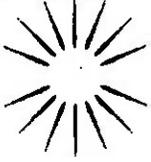
COVERAGES **CERTIFICATE NUMBER:** 24-25 All/25-26 NH WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	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 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S2444840	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2444840	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2444840	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P01702HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Employee Dishonesty/Crime			S2444840	07/01/2024	07/01/2025	Per claim: \$1,000,000 Aggregate \$3,000,000 Employee theft \$1,000,000

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

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

Mission Statement

Mission:

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

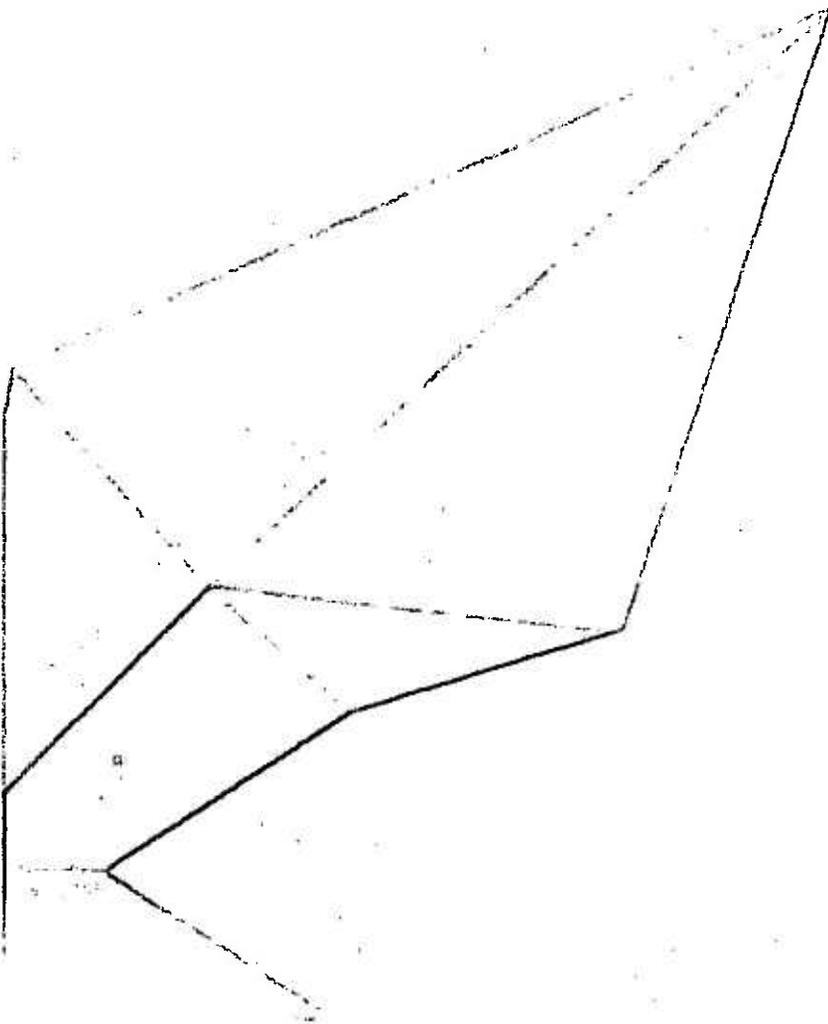
Vision:

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

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

Consolidated Financial Statements

Years Ended June 30, 2023 and 2022



WIPFLI

Independent Auditor's Report

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

Opinion

We have audited the accompanying consolidated financial statements of Moore Center Services, Inc. and Moore Realty, Inc., a nonprofit organization, which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2023 and 2022, and the changes in their consolidated net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Moore Center Services, Inc. and Moore Realty, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

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

WIPFLI

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

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

In performing an audit in accordance with GAAS, we:

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

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

Wipfli LLP

Wipfli LLP

Bedford, New Hampshire
September 4, 2024

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

Consolidated Statements of Financial Position

<i>June 30,</i>	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,339,191	\$ 5,044,244
Cash held for restricted purposes	2,412,804	2,764,557
Accounts receivable:		
Medicaid	5,247,313	4,131,397
Other - net of allowance for doubtful accounts of \$320,015 in 2023 and \$333,500 in 2022	205,522	191,083
Contributions receivable	50,144	62,980
Prepaid expenses	231,902	178,351
Client and tenant funds	588,597	485,352
Total current assets	10,075,473	12,857,964
Property and equipment, net	6,109,678	6,032,928
Other assets:		
Deposits	8,500	8,500
Right-of-use assets - Operating leases	250,934	-
Interest in assets held by New Hampshire Charitable Foundation	247,787	236,705
Investments - reserved for deferred compensation plan	877,035	1,217,875
Total other assets	1,384,256	1,463,080
Total assets	\$ 17,569,407	\$ 20,353,972

See accompanying notes to consolidated financial statements.

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

Consolidated Statements of Financial Position

June 30,	2023	2022
Liabilities and Net Assets		
Current liabilities:		
Current portion of mortgage bonds payable	\$ 135,000	\$ 125,000
Current portion of notes payable	8,522	30,351
Current portion of operating lease obligations	89,980	-
Accounts payable	1,384,412	1,648,398
Deferred grant revenue	2,349,250	2,670,950
Other liabilities	960,806	445,093
Accrued salaries and wages	726,060	1,192,511
Accrued payroll taxes	71,530	106,796
Accrued earned time	229,860	240,213
Due to clients and tenants	502,332	492,868
Total current liabilities	6,457,752	6,952,180
Long-term liabilities:		
Mortgage bonds payable, less current portion shown above:		
Principal amount	2,730,000	2,865,000
Less: unamortized financing costs	116,108	128,639
Mortgage bonds payable, less unamortized financing costs	2,613,892	2,736,361
Notes payable, less current portion shown above	17,300	25,703
Operating lease obligations, less current portion shown above	160,954	-
Interest rate swap agreement	217,824	359,213
Deferred compensation plan	877,035	1,217,875
Total long-term liabilities	3,887,005	4,339,152
Total liabilities	10,344,757	11,291,332
Net assets:		
Without donor restrictions	7,161,096	8,969,033
With donor restrictions	63,554	93,607
Total net assets	7,224,650	9,062,640
Total liabilities and net assets	\$ 17,569,407	\$ 20,353,972

See accompanying notes to consolidated financial statements.

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

Consolidated Statement of Activities

<i>For the Year Ended June 30, 2023</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Revenue from contracts with customers	\$ 74,438,506	\$ -	\$ 74,438,506
Grant and contribution revenue and other support	668,371	193,549	861,920
Net assets released from restrictions	223,602	(223,602)	-
Investment income, net	128,845	-	128,845
Total revenues	75,459,324	(30,053)	75,429,271
Expenses:			
Program services:			
Service coordination services	5,985,021	-	5,985,021
Day services	9,567,267	-	9,567,267
Residential services	31,054,732	-	31,054,732
Combined day and residential services	8,173,513	-	8,173,513
Family directed services	13,947,315	-	13,947,315
Independent living services	61,454	-	61,454
Family support services	897,487	-	897,487
Early supports and services	2,420,891	-	2,420,891
Other program services	1,575,829	-	1,575,829
Supporting services:			
General management	3,725,141	-	3,725,141
Total expenses	77,408,650	-	77,408,650
Change in net assets, before gain on interest rate swap agreement	(1,949,326)	(30,053)	(1,979,379)
Gain on interest rate swap agreement	141,389	-	141,389
Change in net assets	(1,807,937)	(30,053)	(1,837,990)
Net assets - beginning of year	8,969,033	93,607	9,062,640
Net assets - end of year	\$ 7,161,096	\$ 63,554	\$ 7,224,650

See accompanying notes to consolidated financial statements.

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

Consolidated Statement of Activities

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

See accompanying notes to consolidated financial statements.

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

	Program Services											
	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
For the Year Ended June 30, 2023	\$ 13,266,136	\$ 1,363,654	\$ 106,880	\$ 11,795,602	\$ 3,222,762	\$ 1,505,168	\$ 2,517,963	\$ 1,450,035	\$ 1,919,587	\$ 7,201	\$ 277,889	\$ 894,597
Salaries and wages	3,099,869	82,349	23,772	2,993,748	834,962	393,218	615,464	367,720	435,994	3,665	80,321	262,404
Employee benefits	1,017,607	122,138	8,229	887,240	234,681	121,993	190,860	106,446	149,004	540	20,066	63,650
Payroll taxes	125,419			125,419	23,511	101,311	597					
Client payments	363,995	277,654		86,341	70,635				15,706			
Contracted substitute staff	13,925,651	3,800	1,420,350	12,501,501	664,522		1,946,021	5,857,809	4,408,946		288,725	
Client treatment services	7,094,985	2,320		7,092,665			493,205	1,952	5,896,464		4,291	32,231
Client therapies	54,318			72	72							
Accounting	66,608	54,246		790	438		352					
Audit fees	218,566	218,116		450	450							
Legal fees	231,231	126,924	558	103,749	29,034	7,531	12,590	7,138	10,125	355	1,385	35,591
Consultants	34,126,235	375		34,125,860	525,823	6,946,192	24,758,864	4,760	822,793	41,404		1,026,024
Subcontractors	21,757	11,191		10,566	2,024	2,892	2,925				100	2,625
Training	39,809	39,809										
Bond and bank fees	181,349	173,578	77	7,694	1,052	1,194	1,962		1,352	52	192	628
Interest expense	610,366	206,518	592	403,256	36,263	93,798	135,792	108,500	17,060		4,334	7,509
Occupancy	95,253	42,329	639	52,285	12,473	5,190	16,361	14,291	125		387	3,458
Office expense	127,341	43		127,298	7,500	19,797	29,330	28,886	41,785			
Client consumables	617,219	234,868	3,443	378,908	103,487	45,799	81,614	46,565	61,983	2,333	8,764	28,363
Equipment rental and maintenance	595,401	212,415	3,574	379,412	101,596	46,351	80,841	47,412	63,869	2,415	8,972	27,956
Depreciation	96,613	96,363		250	250							
Advertising	4,729	4,151	196	382	174						208	
Printing	136,297	24,504	2,002	109,791	30,539	14,147	24,355	12,699	16,239	362	1,373	10,077
Telephone and communications	20,861	20,849		12		12						
Postage and shipping	510,133	846	5,472	504,661	14,608	189,930	133,693	60,441	82,464	3,127	565	19,833
Transportation	249,084	175,013		74,071	1,091	71,978	11,248	1,768	501		194,115	
Assistance to individuals	9,926	8,092	25	1,809	825			501				
Insurance	69,809	15,497		54,312				54,312				984
Membership dues and fees	198,506	141,681	20	56,805	40,649	766	695	1,016	3,318		5,800	4,561
In-kind expenses												
Other expenses												
Total	\$ 77,408,650	\$ 3,725,141	\$ 1,575,829	\$ 72,107,680	\$ 5,985,021	\$ 9,567,267	\$ 31,054,732	\$ 8,173,513	\$ 13,947,315	\$ 61,454	\$ 897,487	\$ 2,420,891

See accompanying notes to consolidated financial statements.

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

	Total Agency	Program Services										
		General Management	Non-DOS Programs	Total DOS Programs	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	\$ 12,909,184	\$ 1,711,113	\$ 83,296	\$ 11,114,775	\$ 3,034,665	\$ 1,459,689	\$ 1,858,964	\$ 1,375,094	\$ 1,991,609	\$ 103,600	\$ 341,385	\$ 949,779
Employee benefits	2,800,177	260,076	18,427	2,521,674	700,691	366,348	342,492	363,260	353,966	44,113	82,111	268,693
Payroll taxes	1,036,876	137,578	6,653	892,645	237,413	127,836	147,297	107,366	166,166	8,352	26,672	71,543
Client payments	129,980	-	-	129,980	30,189	99,741	-	-	50	-	-	-
Contracted substitute staff	198,883	176,951	-	21,932	21,932	-	-	-	-	-	-	-
Client treatment services	13,264,248	-	-	11,180,896	-	-	1,847,332	5,551,176	3,459,963	-	322,425	-
Client therapies	6,154,614	-	-	6,154,614	641,851	107	549,624	26,372	4,898,496	60	4,843	33,261
Accounting	43,266	43,266	-	-	-	-	-	-	-	-	-	-
Audit fees	73,090	72,632	-	458	458	-	-	-	-	-	-	-
Legal fees	81,511	80,066	-	1,445	-	-	-	-	-	-	1,445	-
Consultants	161,755	101,939	750	59,066	13,927	437	1,142	957	774	16	1,445	31,739
Subcontractors	33,178,401	-	-	33,178,401	339,363	6,768,654	24,560,547	-	695,297	69,596	10,074	744,944
Training	31,153	21,818	-	9,335	4,542	775	689	-	-	-	280	3,049
Bond and bank fees	29,083	29,044	-	39	-	-	39	-	-	-	-	-
Interest expense	149,771	135,937	67	13,767	2,545	3,224	2,696	2,172	1,733	84	353	960
Occupancy	549,629	203,026	592	346,011	36,388	110,586	83,308	85,555	17,956	-	4,334	7,884
Office expense	83,996	44,395	593	39,008	8,282	2,902	10,720	14,377	155	-	-	2,572
Client consumables	114,495	84	-	114,411	13,083	16,525	28,720	23,039	31,859	1,960	(775)	-
Bad debts	117,667	117,667	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	566,789	229,759	2,352	334,678	82,921	51,658	51,399	45,366	56,620	2,663	11,859	32,192
Depreciation	506,962	106,089	2,639	398,234	100,298	57,997	62,475	53,616	68,415	3,248	14,010	38,175
Advertising	43,095	42,803	-	292	-	50	55	-	187	-	-	-
Printing	6,876	6,359	-	517	-	-	-	-	-	-	517	-
Telephone and communications	132,092	-	1,796	130,296	37,207	19,182	20,755	15,269	20,220	1,092	2,794	13,777
Postage and shipping	25,779	25,693	-	86	52	34	-	-	-	-	-	-
Transportation	376,933	21,128	1,930	353,875	16,572	98,006	118,622	30,113	75,354	2,946	419	11,843
Assistance to individuals	122,605	-	-	122,605	9,301	-	18,717	927	1,232	-	-	-
Insurance	217,204	145,643	-	71,561	-	71,561	-	-	-	-	-	-
Membership dues and fees	34,093	32,558	25	1,510	144	-	-	-	-	-	-	1,366
In-kind expenses	65,759	11,447	-	54,312	-	-	-	54,312	-	-	-	-
Other expenses	197,301	162,836	-	34,465	28,277	150	2,931	-	962	-	1,137	1,008
Total	\$ 73,403,267	\$ 3,919,907	\$ 2,202,472	\$ 67,280,888	\$ 5,360,091	\$ 9,255,462	\$ 29,708,524	\$ 7,748,971	\$ 11,841,014	\$ 237,730	\$ 916,311	\$ 2,212,785

See accompanying notes to consolidated financial statements.

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

Consolidated Statements of Cash Flows

<i>For the Years Ended June 30,</i>	2023	2022
Cash flows from operating activities:		
Change in net assets	\$ (1,837,990)	\$ 1,144,137
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	595,401	506,962
Imputed interest on unamortized financing costs	12,531	12,531
Bad debts	-	117,667
Change in interest in assets held by New Hampshire Charitable Foundation	(11,082)	19,581
Realized and unrealized (gains) losses on investments, net	(91,884)	157,477
Gain on interest rate swap agreement	(141,389)	(326,527)
Noncash lease expense	85,740	
(Increase) decrease in operating assets:		
Accounts receivable	(1,130,355)	1,415,152
Contributions receivable	12,836	(38,580)
Prepaid expenses	(53,551)	191,889
Increase (decrease) in operating liabilities:		
Accounts payable	(263,986)	355,521
Lease liabilities - operating	(85,740)	-
Other liabilities	515,713	(63,205)
Deferred grant revenue	(321,700)	1,190,009
Accrued salaries, wages and payroll taxes	(501,717)	181,047
Accrued earned time	(10,353)	(106,357)
Due to clients and tenants	9,464	(137,253)
Deferred compensation plan	91,884	(157,477)
Net cash from operating activities	(3,126,178)	4,462,574
Cash flows from investing activities:		
Additions to property and equipment	(672,151)	(1,448,190)
Net cash from investing activities	(672,151)	(1,448,190)
Cash flows from financing activities:		
Principal payments on mortgage bonds	(125,000)	(120,000)
Advances from line of credit	2,697,624	-
Repayments of line of credit	(2,697,624)	-
Repayments of notes payable	(30,232)	(77,991)
Net cash from financing activities	(155,232)	(197,991)
Net change in cash, cash equivalents and cash held for restricted purposes	(3,953,561)	2,816,393
Cash, cash equivalents and cash held for restricted purposes - beginning of year	8,294,153	5,477,760
Cash, cash equivalents and cash held for restricted purposes - end of year	\$ 4,340,592	\$ 8,294,153

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

Reconciliation to Consolidated Statements of Financial Position:

<i>As of June 30,</i>	2023	2022
Cash and cash equivalents - unrestricted	\$ 1,339,191	\$ 5,044,244
Client and tenant funds	588,597	485,352
Cash held for restricted purposes	2,412,804	2,764,557
Total cash, cash equivalents and cash held for restricted purposes reported in the consolidated statements of cash flows	\$ 4,340,592	\$ 8,294,153

<i>For the Years Ended June 30,</i>	2023	2022
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 168,818	\$ 137,240

During 2023, distributions of \$453,038 were made from the Agency's deferred compensation plan to plan participants. There were no distributions in 2022.

See accompanying notes to consolidated financial statements.

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

Notes to Consolidated Financial Statements

Note 1: Organization and Summary of Significant Accounting Policies

Nature of Organization

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

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

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

Financial Statement Preparation

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

Accounting Estimates

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

Cash, Cash Equivalents and Cash Held for Restricted Purposes

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

The Agency customarily maintains amounts on deposit in various bank accounts which at times exceeds the amount insured by the Federal Deposit Insurance Corporation (FDIC). The Agency has not experienced any losses in such accounts in the past and believes it is not exposed to any significant credit risk.

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

Notes to Consolidated Financial Statements

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

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

Cash held for restricted purposes at June 30, 2023, includes unspent grant funding from the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training program, to be used for expenses attributable to recruitment, retention and training payments to direct support workers and direct support professionals (Note 20). This unspent funding is considered a conditional grant contribution as of June 30, 2023, as the conditions associated with the grants have not yet been satisfied (Note 20). In addition, restricted cash at June 30, 2023, includes net assets that are donor restricted.

Cash held for restricted purposes at June 30, 2022, includes unspent grant funding from the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training program, to be used for expenses attributable to recruitment, retention and training payments to direct support workers and direct support professionals, and unspent grant funding from the U.S. Department of Health and Human Services Provider Relief Fund, to be used for certain COVID-19 related expenses (Note 20). This unspent funding is considered a conditional grant contribution as of June 30, 2022, as the conditions associated with the grants have not yet been satisfied (Note 20). In addition, restricted cash at June 30, 2022, includes net assets that are donor restricted.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. An allowance is provided based on past experience and other circumstances which may affect the ability of individuals to meet their obligations. Accounts receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired accounts receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit. Net accounts receivable was \$5,855,299 at the beginning of 2022.

Property and Equipment

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

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

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

Notes to Consolidated Financial Statements

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

Impairment of Long-Lived Assets

The Agency reviews long-lived assets, including property and equipment, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset and its fair value are less than the carrying amount of that asset. The Agency has not recognized any impairment of long lived assets during 2023 and 2022.

Investments

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

Unamortized Financing Costs

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

Restricted Support

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

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

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

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

Notes to Consolidated Financial Statements

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

Revenue Recognition - Revenue from Contracts with Customers

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

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

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

The Agency has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by state budgets and the state's Medicaid program. A significant portion of the Agency's revenue is derived from the Medicaid program (see Note 19).

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

Contribution and Grant Revenue

Contribution Revenue

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

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

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

Notes to Consolidated Financial Statements

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

Contribution and Grant Revenue (Continued)

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

Grant Revenue

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

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

Grant awards that are exchange transactions: Exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. Revenue is recognized when control of the promised goods or services is transferred to the customer (grantor) in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Amounts received in excess of recognized revenue are reflected as a contract liability. There were no grant awards that were considered exchange transactions during the years ended June 30, 2023 and 2022.

In-kind Donations

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

Functional Allocation of Expenses

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

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

Notes to Consolidated Financial Statements

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

Tax Status

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

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

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, through June 30, 2023, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition.

Lease Accounting

The Agency is a lessee in multiple noncancelable operating leases. If the contract provides the Agency the right to substantially all the economic benefits and the right to direct the use of the identified asset, it is considered to be or contain a lease. Right-of-use (ROU) assets and lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the expected lease term. The ROU asset is also adjusted for any lease prepayments made, lease incentives received, and initial direct costs incurred.

The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Increases (decreases) to variable lease payments due to subsequent changes in an index or rate are recorded as variable lease expense (income) in the future period in which they are incurred.

The Agency has elected to use a risk-free rate for a term similar to the underlying lease as the discount rate if the implicit rate in the lease contract is not readily determinable.

The ROU asset for operating leases is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. For operating leases with lease payments that fluctuate over the lease term, the total lease costs are recognized on a straight-line basis over the lease term.

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

Notes to Consolidated Financial Statements

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

Lease Accounting (Continued)

For all underlying classes of assets, the Agency has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Agency is reasonably certain to exercise. Leases containing termination clauses in which either party may terminate the lease without cause and the notice period is less than 12 months are deemed short-term leases with lease costs included in short-term lease expense. The Agency recognizes short-term lease cost on a straight-line basis over the lease term.

The Agency made an accounting policy election for all asset classes to not separate the lease components of a contract and its associated non-lease components (such as maintenance and support).

Recently Adopted Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). ASU 2016-02 is intended to improve financial reporting of leasing transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases on the statement of financial position. This accounting update also requires additional disclosures surrounding the amount, timing, and uncertainty of cash flows arising from leases. The Agency adopted this guidance for the year ended June 30, 2023 with modified retrospective application to July 1, 2022 through a cumulative-effect adjustment. The Agency has elected the package of practical expedients permitted in Accounting Standards Codification (ASC) Topic 842. Accordingly, the Agency accounted for its existing operating leases as operating leases under the new guidance, without reassessing (a) whether the contracts contain a lease under ASC Topic 842, (b) whether the classification of the leases would be different in accordance with ASC Topic 842, or (c) whether any unamortized initial direct costs before transition adjustments (as of June 30, 2022) would have met the definition of initial direct costs in ASC Topic 842 at lease commencement. Similarly, the Agency did not reassess service contracts evaluated for lease treatment under ASC 840 for embedded leases under ASC 842.

As a result of the adoption of the new lease accounting guidance, the Agency recognized the following right of use ROU assets and lease liabilities as of July 1, 2022:

ROU assets - Operating leases	\$	293,270
Operating lease obligations	\$	293,270

This standard did not have a material impact on the Agency's net assets or cash flows from operations and had an immaterial impact on the Agency's operating results. The most significant impact was the recognition of the ROU asset and lease obligation for operating leases.

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

Notes to Consolidated Financial Statements

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

New Accounting Pronouncement

ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments*, will require the Agency to present financial assets measured at amortized cost (including accounts receivable) at the net amount expected to be collected over their remaining contractual lives. Estimated credit losses will be based on relevant information about historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amounts. This accounting standard will be effective for financial statements issued for interim and annual periods beginning after December 15, 2022. The Agency is evaluating what impact this new standard will have on its consolidated financial statements.

Note 2: Liquidity and Availability

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

<i>As of June 30,</i>	2023	2022
Cash and cash equivalents	\$ 1,339,191	\$ 5,044,244
Accounts receivable	5,452,835	4,322,480
Contributions receivable	50,144	62,980
Financial assets available to meet cash needs for general expenditure within one year	 \$ 6,842,170	 \$ 9,429,704

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

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

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

Notes to Consolidated Financial Statements

Note 2: Liquidity and Availability (Continued)

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

The Agency's cash on hand is a metric that is monitored quarterly. For the years ended June 30, 2023 and 2022, the day's cash on hand is 18 and 38, respectively. The Agency's vendors, which service clients, are paid weekly, rather than monthly. This large cash outlay negatively impacts the metric but provides a steady flow of cash for those servicing the Agency's clients and helps to build a stronger relationship.

Note 3: Property and Equipment

Property and equipment consisted of the following:

<i>As of June 30,</i>	2023	2022
Land	\$ 176,243	\$ 176,243
Buildings and improvements	9,220,049	8,430,223
Equipment and furnishings	921,777	882,071
Computers and software	2,699,943	2,575,254
Vehicles	565,587	565,587
Construction in progress		277,146
	13,583,599	12,906,524
Less: accumulated depreciation	7,473,921	6,873,596
Property and equipment, net	\$ 6,109,678	\$ 6,032,928

Note 4: Investments

Net investment income (loss) is comprised of the following:

<i>Years Ended June 30,</i>	2023	2022
Interest and dividend income	\$ 25,879	\$ 2,767
Change in realized and unrealized appreciation (depreciation), net of fees	102,966	(177,058)
Net investment income (loss)	\$ 128,845	\$ (174,291)

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

Notes to Consolidated Financial Statements

Note 5: Funds Held by Others

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

NHCF holds \$48,332 of net assets restricted to investment in perpetuity as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency (see Note 13). In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

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

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

<i>As of June 30,</i>	2023	2022
Moore Center Services, Inc. Fund	\$ 170,715	\$ 163,080
Thomas M. Burke Fund	77,072	73,625
Interest in assets held by New Hampshire Charitable Foundation	\$ 247,787	\$ 236,705

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the consolidated statements of financial position, and therefore is not included. The fair value of this Fund's assets at June 30, 2023 and 2022, was \$55,268 and \$52,796, respectively.

Note 6: Fair Value Measurements

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

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

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

Notes to Consolidated Financial Statements

Note 6: Fair Value Measurements (Continued)

The following tables set forth by level, within the fair value hierarchy, the Agency's investment assets and liabilities as of June 30, 2023 and 2022:

	2023			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	\$ -	\$ -	\$ 247,787	\$ 247,787
Mutual funds:				
Mixed asset target	565,270	-	-	565,270
International	27,079	-	-	27,079
Mid-capitalization	85,611	-	-	85,611
Large capitalization	129,125	-	-	129,125
Bond fund	25,199	-	-	25,199
High yield	13,661	-	-	13,661
Global	31,090	-	-	31,090
	\$ 877,035	\$ -	\$ 247,787	\$ 1,124,822
Liabilities:				
Interest rate swap agreement	\$ -	\$ 217,824	\$ -	\$ 217,824
<hr/>				
	2022			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	\$ -	\$ -	\$ 236,705	\$ 236,705
Mutual funds:				
Mixed asset target	921,059	-	-	921,059
International	23,493	-	-	23,493
Small capitalization	25,730	-	-	25,730
Mid-capitalization	70,332	-	-	70,332
Large capitalization	113,025	-	-	113,025
Bond fund	25,545	-	-	25,545
High yield	12,596	-	-	12,596
Global	26,095	-	-	26,095
	\$ 1,217,875	\$ -	\$ 236,705	\$ 1,454,580
Liabilities:				
Interest rate swap agreement	\$ -	\$ 359,213	\$ -	\$ 359,213

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

Notes to Consolidated Financial Statements

Note 6: Fair Value Measurements (Continued)

The inputs or methodology used for valuing securities are not necessarily indicative of the risk associated with investing in those securities. There have been no changes in the methodologies used at June 30, 2023 and 2022.

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

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

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

Note 7: Mortgage Bonds Payable

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

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2023 and 2022 was 5.41% and 1.57%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture.

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

Notes to Consolidated Financial Statements

Note 7: Mortgage Bonds Payable (Continued)

The scheduled future bond maturities as of June 30, 2023 are as follows:

2024	\$	135,000
2025		140,000
2026		145,000
2027		150,000
2028		165,000
Thereafter		2,130,000
Total	\$	2,865,000

Note 8: Notes Payable

Notes payable consisted of the following as of June 30, 2023 and 2022:

	2023	2022
4.29% - 5.74% notes payable to a bank in combined monthly installments for principal and interest of \$1,511 through May 2023. The notes were collateralized by various agency vehicles.	\$ -	\$ 16,238
3.85% notes payable to a bank in combined monthly installments for principal and interest of \$3,783 through May 2023. The notes were collateralized by various agency vehicles.		1,752
1.00% unsecured notes payable to a lender in monthly installments for principal and interest of \$1,514 through August 2022, decreasing thereafter through March 2026.	25,822	38,064
Totals	25,822	56,054
Less: current portion	8,522	30,351
Long-term portion	\$ 17,300	\$ 25,703

The scheduled maturities of notes payable as of June 30, 2023 are as follows:

2024	\$	8,522
2025		8,307
2026		8,993
Total	\$	25,822

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

Notes to Consolidated Financial Statements

Note 9: Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$4,000,000 as of June 30, 2023 and 2022. The line-of-credit is secured by the Agency's assets and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 8.75% and 4.88% at June 30, 2023 and 2022, respectively. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on January 31, 2025. The Agency is required to maintain a minimum debt service coverage ratio (as defined) throughout the term of the agreement. As of June 30, 2023 and 2022, there was no balance outstanding on the line-of-credit.

Note 10: Derivative Instruments

As disclosed in Note 7, the mortgage bonds bear interest at a variable rate, which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable SOFR interest rate (as defined) for 2023 and a variable LIBOR rate (as defined) for 2022 on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying consolidated statements of financial position, and the change in the agreement's fair value is recognized in the consolidated statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2023 and 2022 was \$217,824 and \$359,213, respectively (see Note 6).

Note 11: Self-Funded Health Insurance

The Agency sponsors self-funded health insurance covering certain employees and their dependents. The Agency implemented this coverage as of July 1, 2022. The health insurance expense is based upon actual claims paid, administration fees, and provisions for unpaid and unreported claims at year-end. The Agency purchases a stop-loss coverage that pays claims in excess of \$100,000 per covered persons for the year ended June 30, 2023. Health insurance expense was approximately \$2,480,000 for the year ended June 30, 2023. A liability of approximately \$549,000 for claims outstanding has been recorded at June 30, 2023, and is included in other liabilities on the accompanying consolidated statements of financial position.

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

Notes to Consolidated Financial Statements

Note 12: Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2023 and 2022, employer contributions \$20,500 and \$0, respectively, were credited to participant accounts. In addition, investment gains of \$91,884 in 2023 and losses of \$157,477 in 2022 were allocated to the participant accounts. At June 30, 2023 and 2022, the Agency's obligation under this deferred compensation plan totaled \$877,035 and \$1,217,875, respectively. The Agency has invested in mutual funds (see Note 6) to help fulfill its obligations under the plan.

Note 13: Net Assets with Donor Restriction

Net assets with donor restrictions as of June 30, 2023 and 2022 are restricted for the following purposes:

	2023	2022
Investment in perpetuity	\$ 48,332	\$ 48,332
COVID support	-	7,890
Other	15,222	37,385
Net assets with donor restrictions	\$ 63,554	\$ 93,607

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

Note 14: Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2023 and 2022 amounted to \$355,209 and \$336,724, respectively.

Note 15: Fundraising Expenses

During the years ended June 30, 2023 and 2022, the Agency incurred fundraising expenses of \$178,668 and \$213,488, respectively, which are included in general management expenses on the consolidated statements of functional expenses.

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

Notes to Consolidated Financial Statements

Note 16: Related Party Transactions

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

Note 17: Leases

The Agency leases vehicles and office equipment under various noncancelable operating leases. There are no renewal options on any of the Agency's leases.

The depreciable life of assets are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

The Agency's lease agreements do not contain any material residual value guarantees or material restrictive covenants. Payments due under the lease contracts include fixed payments.

Components of lease expense were as follows for the year ended June 30, 2023:

Lease cost:	
Operating lease cost	\$ 93,120
Total lease cost	\$ 93,120

Supplemental cash flow information related to leases is as follows for the year ended June 30, 2023:

Operating cash flows for operating leases	\$ 93,120
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 43,404

Additional information related to leases is as follows for the year ended June 30, 2023:

Weighted-average remaining lease term - Operating leases (in years)	2.94
Weighted-average discount rate - Operating leases	3.00 %

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

Notes to Consolidated Financial Statements

Note 17: Leases (Continued)

Maturities of lease liabilities are as follows as of June 30, 2023:

<i>Year ended June 30,</i>	Operating Leases
2024	\$ 96,310
2025	96,310
2026	52,009
2027	9,531
2028	8,737
Total lease payments	262,897
Less imputed interest	(11,963)
Total	\$ 250,934

As of June 30, 2022, the Agency had entered into various operating lease agreements for vehicles and equipment, with terms generally ranging from one to five years. Rent expense for equipment and vehicle rentals for the year ended June 30, 2022 amounted to \$75,347.

The approximate future minimum lease payments on the above operating leases are as follows as of June 30, 2022:

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

Note 18: Contingencies

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

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

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

Notes to Consolidated Financial Statements

Note 19: Concentration of Risk

For the years ended June 30, 2023 and 2022, approximately 97% and 96%, respectively, of the Agency's total revenue from contracts with customers was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

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

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

Note 20: Grant Revenue

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

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

During the years ended June 30, 2023, 2022 and 2021, the Agency recognized \$264,650, \$784,896 and \$583,500, respectively, in grant revenue from the funding received under the HHS Provider Relief Fund, as management had determined the conditions of the grants had been met. During 2023 and 2022, the Agency, returned \$83,603 and \$2,783 of funding to the Department of Health and Human Services, as the Agency determined the conditions of the grant could not be met. At June 30, 2023 and 2022, deferred grant revenue, for the amount of grants received but not yet earned, was \$406,035 and \$754,288, respectively. The \$406,035 at June 30, 2023 remains in deferred grant revenue, as conditions of the grant funding are currently under review by HHS.

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

Notes to Consolidated Financial Statements

Note 20: Grant Revenue (Continued)

The Agency participated in the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training (HCBS) program, which provided funding for direct support services and service coordinators of Area Agency service providers. During 2022, the Agency received \$4,174,815 from the program for direct support professionals and direct support workers. Based on the terms and conditions of the program, the Agency earns the grants by incurring expenses attributable to recruitment, retention and training payments to direct support workers and direct support professionals. At June 30, 2022, the Agency recorded deferred grant revenue of \$1,916,662 for the amount of the grants received but not yet earned and recognized \$2,258,153 in grant income earned in 2022 under the program. During 2023, the Agency recognized \$177,518 in grant income earned under the program as management determined that the terms and conditions of the grant had been met. At June 30, 2023, the Agency has deferred grant revenue of \$1,739,144 for the remaining amount of the grants received but not yet earned under this program.

The Agency also participated in the New Hampshire Department of Health and Human Services Home and Community Based Services Recruitment, Retention and Training (HCBS) program, specific for Service Coordinators. Based on the terms and conditions of the program, the Agency earns the grants by incurring expenses attributable to recruitment, retention and training payments to service coordinators. At June 30, 2022, the Agency recorded \$60,000 of grant income and an other receivable, for funding spent but not yet received under this program. This funding was received and the other receivable reduced during 2023. During 2023, the Agency received funding of \$325,142 under this program for service coordinators. At June 30, 2023, deferred grant revenue of \$204,071 was reported for the amount of the grant received that was not yet earned, and \$61,071 was reported in 2023 as grant income earned under the program, for the portion of the grant that the grant conditions were determined to have been met.

Note 21: Risks and Uncertainties

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

Note 22: Subsequent Events

Management has evaluated subsequent events through September 4, 2024, the date when the consolidated financial statements were available to be issued.

THE MOORE CENTER
BOARD OF DIRECTORS
2025

OFFICERS

Preston Hunter, Chair

Tina Legere, Vice Chair/Chair-Elect

Pam Martel, Treasurer

Dan Cronin, Secretary

Sue Majewski, Past Chair

Mackenzie Fraser (*)

Office: EVR Advertising

Dan Cronin

Office: CGI Employee Benefits Group

Bob Gossett

Eleanor Dahar

Office: Dahar Law Firm

Preston Hunter

Office: Eckman Construction

Kevin Desrosiers

Office: Elliot Health Systems

Tina Legere

Sue Majewski (*)

Office: Bedford Ambulatory Surgery Center

Katie Ramsay-Longley(*)

Office: Taube Wealth Management Group at
Steward Partners

Pamela Martel

Office: Catholic Medical Center

Steve Thiel (*)

Office: Southern NH University

Michele Petersen (*)

John Phelan

Office: BankProv

(*) = Represents Consumers

Gina Powers

Office: RYP Granite Strategies

JANET C. BAMBERG

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

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

EXPERIENCE

MOORE CENTER SERVICES, Manchester, NH

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

President and CEO

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

Executive Vice President and Chief Financial Officer

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

Chief Financial Officer

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

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

JANET BAMBERG CONSULTANTS, Newbury, MA

An independent consultant and corporate coach. Engagements included:

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

VNA CARE NETWORK, INC., Waltham, MA

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

Chief Operating Officer

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

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

JANET C. BAMBERG

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

Vice President Systems Management and Quality

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

MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA

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

Vice President Programs and Services

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

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

Director of Rehabilitation Services

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

Director of Home Health Care

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

HEALTH CARE MANAGEMENT ASSOCIATES, INC., Lynnfield MA

Associate

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

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

QUALITY CARE, INC. Rockville Centre, NY

Director of Medicare Support Services

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

JANET C. BAMBERG

Page 3

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

Medicare Specialist

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

Administrator

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

Board and Community Service

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

EDUCATION

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

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

Certified Corporate Business Coach, Corporate Coach University

KATHYE G. KING, ms

Objective

To engage in employment in the Health and Human Services field for an established and professional institution with the opportunity for meaningful participation in serving the needs of clients. To enjoy the opportunity for professional growth and competitive salary.

Education

Continuum of Collaborative Care Training Series, 2021
Trauma's Impact on Cognitive & Emotional development in Individuals with IDD, 2020
Person centered Supervision in Intensive Treatment Settings, 2020
Substance related and Addictive Disorder Overview and Sedative, Hypnotic or Anxiolytic-Related Disorders, Manchester Mental Health 2019
Autism Spectrum Disorder & Schizophrenia/Catatonia, START 2019
Treating Trauma Master's, Series National Institute for the Clinical Application of Behavioral Medicine 2018
Certification as START Coordinator, 3/2014
Master Degree in Psychology, Springfield College, April 2001
Concentrated Studies in Program Administration
Bachelor of Arts in Psychology: New England College, May 1997
Cum Laude Honors (GPA 3.51)
Dean's List: 1994, 1995, and 1996
Outstanding Community Service Award: 1994
Concentrated Studies: Art, 1994; Biology, 1995/96; Women's Studies, 1997

Employment Experience

Chief Operating Officer and Vice President; Moore Center

January 2025 Assumed role of COO and VP to oversee and direct agency operations.

Senior Clinical Director, Clinical Services Department; Moore Center

Additional responsibilities as Senior Director include;
Participation in Senior Agency Operations team and Senior Leadership team.
Oversee Directors for Clinical, Residential Programming and Capacity Development.
Oversight of Human Rights Committee
Oversight of Clinical Therapy Department
Oversight of Behavioral Services Department

Oversight and development of responsible fiscal strategies in changing environment.
Development of systems for financial coverage through Managed Care Organizations for therapeutic services.
Guide and support the implementation of licensing supervision services and SW internship programs.
Collaborate with Bureau of Disabilities Services to engage national vendors to develop in NH and expand residential program capacity.

Collaborate with multiple police departments from Region 7 to engage in training on responding to calls for people with ID/DD.

Additional accomplishments: Developed and oversee a new residential program to support a non-traditional shared living home for aging females whose families need assistance in supporting them.

Developed 3 clinically enhanced family care programs in which treatment can continue in a more natural environment supporting growth and independence.

Expanded Therapy Department to include a full time Manager, 2.5 full time therapists, two clinical specialists and oversight for development of multiple skills and education group options for clients throughout the year.

Clinical Director; Moore Center

Maintain oversight, supervision and management of Behavior Specialists Team, START Coordinators and local Risk Management Committee. Other duties include participation in the State Risk Management Committee, Community of Practice and Human Rights Committee as well as NHH Liaison position.

Focused development in Behavioral Services to grow from 1.5 Behavior Specialists in 2015 to 3 full time and one part time Behavioral Specialists and 2 Registered Behavior Technicians in 2020.

Developed and continue to oversee the management of a 3-bed residential treatment program for individuals with dual diagnosis of DD and MH with a history of sex offending behavior.

Development, oversight and management of a 3-bed temporary crisis and stabilization residential program for individuals with DD who are cleared from Emergency Rooms medically but have no place to return to or are in need of emergency respite due to unforeseen issues. Multiple department budgets and individual budget development and management to support services provision.

Assigned as Project Co-Leader to respond to Covid-19 challenges by developing an emergency quarantine site for client served by this agency who test positive for Covid-19.

Assigned as Project Co-Leader to research and provide recommendations to Senior Leadership for the phased re-opening of agency programs and services.

5/2015-present

START Coordinator; Moore Center

Responsibilities include receiving referrals for clients whose cases are not managed well within the traditional services of the Moore Center to conduct initial assessments through interviews, records reviews and observation to inform new recommendations for treatment, systems reform and/or referrals for additional services needed. Further, to work with teams of service providers and professionals within the community to develop cross systems crisis intervention plans specific to each individual whose history includes emergency service use. Comprehensive service evaluations are also provided for those individuals whose history is unclear, do not

respond well to current service models and receive intermittent emergency services, to establish more effective treatments and improved quality of life. Position is part of a central collaborative for the NH Statewide START Program whose goal is to improve services for dually diagnosed clients challenged with both intellectual disability and mental health diagnoses as well as those clients whose behaviors remain challenging due to Autism, Brain Injury, trauma history or other syndromes despite current supports. Tasks also include rotating clinical presentations of redacted multi-faceted cases for the Clinical Education Team review. These are case studies in monthly training rounds facilitated by a team of affiliated specialists who use the forum for continued training and research presentation. Administrative aspects include explanation for prior authorization of specialty services funding, progress tracking and documentation, data entry of statically relevant information for research teams to mine for Johns Hopkins University, quality assurance reviews, invoicing of billable quotas and general communication with providers, guardian, case managers, vendors, area agencies, and any outside stakeholder who may be involved in linkage agreement to better support the clientele at large. 5/2014-5/2015

Family Service Coordinator/START Coordinator;
Pathways of the River Valley

Responsible for all areas of Pathways case management for individuals with intellectual disabilities as well as co-occurring psychiatric, forensic and/or medical issues, including benefits and representative payee status.

Responsible for START client case list while attending internship program through NH START Services. Completed START intemship in March 2014 with approved status.
9/2012-4/2014

Homemaker Care for family members during end of life issues. 5/07-3/2012

Partial Hospitalization Program Coordinator & IMR Trainer/Facilitator
Riverbend Community Mental Health, Concord, NH

Implementation of internship program in residential services for graduate and Ph D. students. Supervised intems and coordinated with educational facilities. Co-supervised with agency Internship Director for Ph D. students. 3/06-4/07

Provided interim coverage for four months for the Residential Director while on leave with positive response from other directors and supervisors. Responsible for all areas of residential 24-hour services covering five facilities, five site managers and approximately forty staff with ongoing support from the Director of Community Service Program in supervision of management team.

Designed and implemented a state approved day program of structured clinical recovery groups and individual services provided by 14 direct care staff at two state licensed facilities for providing 24 hour care to 25 clients diagnosed with severe and persistent mental illness in addition to co-morbid medical chronic illness. I am responsible for all administrative systems and communication with other service providers. I provide direct clinical supervision of staff,

coordination with site managers daily to ensure continuity of care. Developed documentation for evaluations, daily notes, services billing, and monthly progress reports for approval by supervising psychiatrist. Designed and created annual treatment plans for guidance of services through coordination with client's choice of goals. Facilitated clinical groups and individual care in symptom management, coping skills, medication education, social skills and motivation - engagement. 3/05-4/07

Was one of two leaders chosen by the agency for Facilitator Training in "Illness Management Recovery" (IMR) in response to the state of NH's requirement of rolling out the new service model of Evidence Based Practice. Trained appropriate staff in facilitating service with clients through the IMR modules provided by the state and Dartmouth Psychiatric Research Center. Supervised IMR facilitators and prepared for and trained staff for state fidelity reviews of model use within the agency. 2/04-4/07

Residential Facility Management; Riverbend Community Mental Health, Concord, NH

Responsible for management of state licensed psychiatric group home serving the severely and persistently mentally ill with compromising medical issues. Maintained substantial compliance with all state regulations of clinical and facility operations. Management, training and supervision of six full time employees and seven to ten relief workers. Duties included preparation for and attendance of residential disposition meetings for patients being discharged from New Hampshire Hospital as well as assessments for required level of care. Duties also included scheduling, interviewing, hiring and terminating of staff, staff meetings and clinical reviews.

Advised staff and case managers of changes in baselines and provided timely response to medical and psychiatric decompensation with appropriate referrals, appointments or conditional release revocations and involuntary emergency assessments. Provided relief for managers of other residential facilities during time off and assisted with admissions assessments and diagnosis for electronic clinical database to confirm eligibility as Severe and Persistently Mentally Ill, (SPMI) consumers. Responsible for maintaining all clinical files as well as regulated staff files showing proof of insurance, training, annual reviews and disciplinary actions. Also maintained regulatory compliance of all staff for medication certification under the He-M 1202 state regulations for medications administration of all psychiatric and medical drugs including narcotics. Adherence to all state fire safety regulations by the department of health and human services with monthly quality assurance checks and annual reviews. Effective communications with outside stakeholders such as New Hampshire Hospital, Elders Services and various branches of Riverbend for comprehensive consumer programming.

11/2003

Therapeutic Services; Community Education Center, Keene, NH

Responsible for rendering services within NH state protocol and following best practice guidelines for program facilitation of residential treatment centers. Developed psycho-educational training for both consumers and staff, participated in evaluation of staff developmental and educational needs. Provided individual therapy, group therapy and crisis intervention. Duties also included effective communication with referral sources, consumers, social service agencies and legal officials. Comprehensive and timely court reports are often

followed by court appearances. Data collection and analysis for program and client assessments, development of treatment plans, program improvements, program change implementation, progress reports, treatment plan reviews and team evaluations. Development and facilitation as well as evaluation of individual program goals and departmental program goals. Worked with 4-20 residents, 30 line staff, clinical director and 2 therapists concurrently with psychiatric, medical and educational departments as well as outside stakeholders on weekly basis. Population included male adolescents 13-18 years of age with dual diagnosis including substance dependency in addition to disorders such as personality, volatile-explosive, oppositional-defiant, post-traumatic stress syndrome, criminal history and family conflicts. Left employment due to facility closure by corporate headquarters. August 2000 - April 2002

Program Facilitator/Counselor; Marathon-Phoenix, Dublin, NH

Full-time facilitator/counselor for a behavioral rehabilitation residential facility. Responsible for up to ten clients for individual counseling and anger management, women's issues, conflict resolution and house par process for program integrity. Group size ranged from four to thirty-three residents. Also counseled for felony rehabilitation in areas of behavioral dysfunction related but not limited to alcohol and other drug dependency, post-traumatic stress disorder, attention deficit disorder, sociopathic personality, borderline personality, persistently mentally ill, paranoid personality, narcissism, depression, domestic violence victims and perpetrators. Also responsible for initial assessment with bio-psychosocial generating identification of diagnosis and appropriate referral. This included medication and documentation, vocational rehabilitation, education and employment counseling as well as family relationships and self-responsibility training. Maintained progress communication with probation and parole for both state and federally sentenced residents as well as referrals to court for further legal action. Left facility due to lack of room for professional growth. December 1999 - April 2001.

Case Manager; Cheshire Academy, Keene, NH

Responsible for case management of six clients who attended alcohol and other drug counseling required by court referral in an effort to rehabilitate felons with drug related charges. Progress counseling, service referrals and daily private sessions as well as group facilitation for substance abuse education, social functioning, anger management and motivational strategies were the main aspects of my responsibilities. Part-time position accepted while searching for full-time employment. June 1999 - December 1999.

Unit Administrative Support/Emergency Room Technician;

Concord Hospital, Concord, NH

Responsible for coordination of pertinent patient information for all patient laboratory orders, activities of daily living, medication updates and pre- and post-operative care plans for cardiac surgical patients. Additional duties included payroll for 35 employees and scheduling data for nursing staff. Administrative assistance for up to seven cardiologists and data management for nursing staff. 1998 - September 1999

Hands-on care for all emergency patients at Grade One Trauma Unit. Assisted ER physicians in full range of emergency medical procedures. Assisted physicians with patient care for psychiatric emergency patients. Additional duties included general office teamwork such as data entry, answering phones, executing physician's orders and referrals, running lab tests. Promoted to

cardiac progressive care unit. 1998

Interim Director; Alcohol and Drug Intervention Center (United Way), Concord, NH
Originally hired for drug and alcohol counseling of up to six clients in residential rehabilitation/detox facility. Advanced to interim director due to illness of permanent director. Director's duties included comprehensive oversight of program. Admissions, assessments, diagnostic care planning, staff scheduling, staff training and coordination of treatment team meetings. Oversight of facility operations, maintenance, public meetings and agendas as well as communication reports to United Way. Counseling duties included private counseling, leading group sessions, focusing on areas of addiction, aggression, depression and isolation. 1997

Henniker Rescue Squad Charter Member; Henniker, NH
Three years service as certified, full-time, on-call, Emergency Medical Technician for local rescue squad. Specialty training in esophageal-obturator airways, CPR, cardiac defibrillation, hazardous materials, incident command, and pediatric trauma care. On call 24/7 as well as rotating with other squad members for inventory and maintenance of ambulances. 1994 - 1997

Program Developer and Leader of Elementary School Exchange; Henniker, NH - Washington, DC
Assisted planning and facilitation of fifth grade New Hampshire students to Malcolm X Elementary School in Washington, DC. Assisted teaching in science classes. Processed daily interactions with students from both schools. Met with teachers and principals to discuss similarities/differences in school priorities and student care. Participated in reciprocal exchange for fifth grade Malcolm X students to attend school in NH. 1995

Counselor/Leader of Habitat for Humanity; Clarksdale, MS
Supervised, educated and counseled ten college students throughout a week-long, alternative spring break trip. Arranged group participation in collegiate challenge to build homes for homeless in Mississippi. Taught classes on infectious diseases in Clarksdale local elementary school. Processed all above experiences with participating students from New England College. Facilitated conflict resolution for participants from various attending universities. 1995

Denise C. Doucette

Experience

- 3/2021 - present *Moore Center Service, Inc.*
Chief Financial Officer/Vice President
Oversee all administrative support functions for the organization. Responsible for the planning, implementation, managing and operation of all finance activities, including business planning, budgeting, forecasting and negotiations.
- 1/2020-2/2021 *Moore Center Services, Inc.*
Controller
Oversee Business Office activities: A/P, A/R, Payroll, Annual Budget and Annual Audit. Coordinate and oversee month end close with full variance analysis to the CFO monthly. Provide financial analysis for Finance Committee, Senior Leadership and Directors as needed.
- 2005-2020 *Becket Academy, Inc. (formerly LifeShare Management Group, LLC)*
Director of Business and Finance
Oversee all accounting and finance operations for Community Living. Provide expertise and support to DD operations managers nationwide. Prepare monthly/annual financials for Community Living w/analysis for the CEO & Board.
- 1997-2005 *Riverbend Community Mental Health, Inc., Concord, NH*
Controller/Chief Information Officer
Responsible for management of the financial functions of the Business Office. Coordinate and conduct annual audit and annual budget for Riverbend and two affiliated corporations. Oversee & present monthly financial results to Finance Committee for Riverbend & two affiliates. Oversee systems analysis, computer ops, telecommunications, and other technology support.
- 1996-1997 *Full time student, Granite State College, Manchester, NH*
- 1992-1996 *Chemfab Corporation, Merrimack, NH*
Financial Analyst
Weekly preparation & analysis of corporate sales and backlog report. Coordinated annual budget process with sales and marketing departments. Responsible for the compilation of five site budgets (\$100M). Consolidated monthly site financials into corporate financial package.
- Cost and Budget Accountant**
Monthly accounting close of all manufacturing cost centers. Prepared monthly financial package for submission to the corporate office. Prepared annual site budget for presentation to corporate office. Computed cost estimates for new/improved products with project engineers. Coordinate and conduct annual audited inventories.
- 1990-1992 *Polyclad, Franklin, NH*
Cost Accountant
- 1988-1990 *QROE Companies, Lawrence, MA*
Staff Accountant

Education Master's in Business Administration- currently enrolled
Southern NH University, Manchester, NH

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

Military Service

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

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: Moore Center Services, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Janet Bamberg	President & CEO	\$15,000.00	\$237,952.00
Kathy King	Chief Operating Officer	\$20,000.00	\$130,000.00
Denise Doucette	Chief Financial Officer & VP	\$10,000.00	\$128,000.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00