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

Lori A. Shibnette
Commissioner

Deborah D. Scheetz
Director

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June 8, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing **Sole Source** contract with Community Crossroads, Atkinson, NH 03811 to provide developmental and acquired brain disorder services including but not limited to the coordination and support of statewide training and consultation initiatives for area agencies, by increasing the price limitation by \$146,500 from \$24,019,532 to \$24,166,032 with no change to the contract completion date of June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. 100% General Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #54.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Area Agency of Greater Nashua, Inc.	155784-B001	Nashua	\$8,733,112	\$0	\$8,733,112
Behavioral Health & Developmental Services of Strafford County, Inc.	177278-B002	Dover	\$7,711,870	\$0	\$7,711,870
Community Bridges	155658-B001	Concord	\$8,554,494	\$0	\$8,554,494
Community Crossroads, Inc.	155293-B001	Atkinson	\$9,364,006	\$146,500	\$9,510,506
Developmental Services of Sullivan County	167142-B001	Claremont	\$7,043,089	\$0	\$7,043,089
Lakes Region Community Services Council	177251-B002	Laconia	\$8,830,208	\$0	\$8,830,208

Monadnock Developmental Services, Inc.	177280-B002	Keene	\$7,502,363	\$0	\$7,502,363
Moore Center Services, Inc.	154355-B001	Manchester	\$8,061,280	\$0	\$8,061,280
Northern Human Services	177222-B004	Conway	\$7,021,128	\$0	\$7,021,128
One Sky Community Services	155666-B001	Portsmouth	\$9,264,002	\$0	\$9,264,002
		Total:	\$24,019,532	\$146,500	\$24,166,032

Funds are available in the following account for State Fiscal Year 2020, and are anticipated to be available in State Fiscal Year 2021, 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 contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. This request is sole source because the agreement is not subject to the competitive bidding requirement. Revised Statute Annotated 171-A establishes area agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled individuals in that area. Pursuant to Revised Statute Annotated 171-A: 18, I., once designated, the contractor will be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services as well as coordinating these with existing services on behalf of individuals with developmental disabilities in the area.

The purpose of this request is to provide statewide coordination and support of training and consultation initiatives for the other designated area agencies.

The Contractor functions as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Center for Medicare and Medicaid Services under the authority of three Medicaid funded Home and Community-Based Care Services waivers. Services provided by area agencies include, but are not limited to, family-centered early supports; and services to persons with acquired brain disorders.

Statewide coordination and support of training and consultation initiatives for other designated area agencies will create efficiencies and effective service delivery, statewide, for individuals with developmental disabilities and acquired brain disorders.

Should the Governor and Council not authorize this request, other designated area agencies will not have access to necessary training and consultation initiatives that support and enhance the comprehensive service delivery for individuals with developmental disabilities and acquired brain disorders.

Area served: Statewide

Respectfully submitted



Lori A. Shibinette
Commissioner

Financial Details

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

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$346,116	\$0	\$346,116
2021	102-500731	Contracts for program services	93007013	\$343,326	\$0	\$343,326
			Subtotal	\$689,442	\$0	\$689,442

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$213,770	\$0	\$213,770
2021	102-500731	Contracts for program services	93007013	\$219,472	\$0	\$219,472
			Subtotal	\$433,242	\$0	\$433,242

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$615,617	\$0	\$615,617
2021	102-500731	Contracts for program services	93007013	\$617,777	\$0	\$617,777
			Subtotal	\$1,233,394	\$0	\$1,233,394

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$496,971	\$0	\$496,971
2021	102-500731	Contracts for program services	93007013	\$499,971	\$0	\$499,971
			Subtotal	\$996,942	\$0	\$996,942

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$157,125	\$0	\$157,125
2021	102-500731	Contracts for program services	93007013	\$149,704	\$0	\$149,704
			Subtotal	\$306,829	\$0	\$306,829

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$1,026,204	\$0	\$1,026,204
2021	102-500731	Contracts for program services	93007013	\$1,032,004	\$0	\$1,032,004
			Subtotal	\$2,058,208	\$0	\$2,058,208

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$270,979	\$0	\$270,979
2021	102-500731	Contracts for program services	93007013	\$245,644	\$0	\$245,644
			Subtotal	\$516,623	\$0	\$516,623

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$181,550	\$0	\$181,550
2021	102-500731	Contracts for program services	93007013	\$176,540	\$0	\$176,540
			<i>Subtotal</i>	\$358,090	\$0	\$358,090

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$246,476	\$0	\$246,476
2021	102-500731	Contracts for program services	93007013	\$244,924	\$0	\$244,924
			<i>Subtotal</i>	\$491,400	\$0	\$491,400

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007013	\$671,921	\$0	\$671,921
2021	102-500731	Contracts for program services	93007013	\$667,811	\$0	\$667,811
			<i>Subtotal</i>	\$1,339,732	\$0	\$1,339,732
Total Family Support Services				\$8,423,902	\$0	\$8,423,902

Financial Details

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$575,750	\$0	\$575,750
2021	102-500731	Contracts for program services	93007014	\$497,200	\$0	\$497,200
Subtotal				\$1,072,950	\$0	\$1,072,950

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$202,750	\$0	\$202,750
2021	102-500731	Contracts for program services	93007014	\$197,048	\$0	\$197,048
Subtotal				\$399,798	\$0	\$399,798

Community Bridges (Vendor Code 155858-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$245,000	\$0	\$245,000
2021	102-500731	Contracts for program services	93007014	\$244,500	\$0	\$244,500
Subtotal				\$489,500	\$0	\$489,500

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$704,500	\$86,500	\$791,000
2021	102-500731	Contracts for program services	93007014	\$701,500	\$0	\$701,500
Subtotal				\$1,406,000	\$86,500	\$1,492,500

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$69,000	\$0	\$69,000
2021	102-500731	Contracts for program services	93007014	\$74,700	\$0	\$74,700
Subtotal				\$143,700	\$0	\$143,700

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$60,250	\$0	\$60,250
2021	102-500731	Contracts for program services	93007014	\$54,450	\$0	\$54,450
Subtotal				\$114,700	\$0	\$114,700

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$115,000	\$0	\$115,000
2021	102-500731	Contracts for program services	93007014	\$112,500	\$0	\$112,500
Subtotal				\$227,500	\$0	\$227,500

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$298,500	\$0	\$298,500
2021	102-500731	Contracts for program services	93007014	\$289,850	\$0	\$289,850
Subtotal				\$588,350	\$0	\$588,350

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$3,498	\$0	\$3,498
2021	102-500731	Contracts for program services	93007014	\$5,050	\$0	\$5,050
Subtotal				\$8,548	\$0	\$8,548

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007014	\$467,250	\$0	\$467,250
2021	102-500731	Contracts for program services	93007014	\$552,700	\$0	\$552,700
Subtotal				\$1,019,950	\$0	\$1,019,950
Total Early Intervention				\$5,478,996	\$86,500	\$5,565,496

Financial Details

05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$218,800	\$0	\$218,800
2021	102-500731	Contracts for program services	93007852	\$300,140	\$0	\$300,140
			<i>Subtotal</i>	\$518,940	\$0	\$518,940

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$109,400	\$0	\$109,400
2021	102-500731	Contracts for program services	93007852	\$109,400	\$0	\$109,400
			<i>Subtotal</i>	\$218,800	\$0	\$218,800

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$190,740	\$0	\$190,740
2021	102-500731	Contracts for program services	93007852	\$189,080	\$0	\$189,080
			<i>Subtotal</i>	\$379,820	\$0	\$379,820

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$254,642	\$0	\$254,642
2021	102-500731	Contracts for program services	93007852	\$254,642	\$0	\$254,642
			<i>Subtotal</i>	\$509,284	\$0	\$509,284

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$71,220	\$0	\$71,220
2021	102-500731	Contracts for program services	93007852	\$69,560	\$0	\$69,560
			<i>Subtotal</i>	\$140,780	\$0	\$140,780

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$102,780	\$0	\$102,780
2021	102-500731	Contracts for program services	93007852	\$102,780	\$0	\$102,780
			<i>Subtotal</i>	\$205,520	\$0	\$205,520

Financial Details

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$152,400	\$0	\$152,400
2021	102-500731	Contracts for program services	93007852	\$154,080	\$0	\$154,080
Subtotal				\$306,480	\$0	\$306,480

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

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$328,700	\$0	\$328,700
2021	102-500731	Contracts for program services	93007852	\$328,380	\$0	\$328,380
Subtotal				\$655,080	\$0	\$655,080

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$34,700	\$0	\$34,700
2021	102-500731	Contracts for program services	93007852	\$34,700	\$0	\$34,700
Subtotal				\$69,400	\$0	\$69,400

One Sky Community Services (Vendor Code 155668-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93007852	\$268,940	\$0	\$268,940
2021	102-500731	Contracts for program services	93007852	\$185,600	\$0	\$185,600
Subtotal				\$452,540	\$0	\$452,540
Total Contract Part C				\$3,458,604	\$0	\$3,458,604

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93005947	\$0	\$60,000	\$60,000
2021	102-500731	Contracts for program services	93005947	\$0	\$0	\$0
Subtotal				\$0	\$60,000	\$60,000

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93005947	\$104,125	\$0	\$104,125
2021	102-500731	Contracts for program services	93005947	\$104,125	\$0	\$104,125
Subtotal				\$208,250	\$0	\$208,250
Total Program Support				\$208,250	\$60,000	\$268,250
Total Price Specific to Vendor				\$17,567,752	\$146,500	\$17,714,252

Financial Details

Funding Amounts Shared by Vendors as follows:

For Continuing Education

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93025947	\$74,890	\$0	\$74,890
2021	102-500731	Contracts for program services	93025947	\$74,890	\$0	\$74,890
			Subtotal	\$149,780	\$0	\$149,780

For Family Centered Early Supports and Services (FCESS)

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93017013	\$311,000	\$0	\$311,000
2021	102-500731	Contracts for program services	93017013	\$311,000	\$0	\$311,000
			Subtotal	\$622,000	\$0	\$622,000

05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	502-500891	Payments to Providers	93017852	\$340,000	\$0	\$340,000
2021	502-500891	Payments to Providers	93017852	\$340,000	\$0	\$340,000
			Subtotal	\$680,000	\$0	\$680,000

For Room and Board

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93017100	\$2,000,000	\$0	\$2,000,000
2021	102-500731	Contracts for program services	93017100	\$2,000,000	\$0	\$2,000,000
			Subtotal	\$4,000,000	\$0	\$4,000,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Authorized Budget	Increase/(Decrease)	Revised Modified Budget
2020	102-500731	Contracts for program services	93017016	\$500,000	\$0	\$500,000
2021	102-500731	Contracts for program services	93017016	\$500,000	\$0	\$500,000
			Subtotal	\$1,000,000	\$0	\$1,000,000

**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Crossroads, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 8 Commerce Drive, Atkinson, NH 03811.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #54), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$9,510,506
2. Modify Exhibit A-1, Scope of Services: Detailed Service Descriptions, Section 14, Statewide Support, Subsection 14.1, Paragraph 14.1.3 to read:
14.1.3 Coordination and support of Statewide Training and Consultation Initiatives; and
3. Modify Exhibit A-1, Scope of Services: Detailed Service Descriptions, Section 14, Statewide Support, Subsection 14.2, Paragraphs 14.2.1 through 14.2.3, by adding Paragraph 14.2.4 to read:
14.2 The Contractor shall submit a work plan to the Department for each of the activities in Section 14.1 within thirty (30) days of the contract effective date, at which time the Department will provide written approval, thereby authorizing execution of the proposed work plan within thirty (30) days of its receipt from the Contractor. The Contractor shall ensure the work plan includes, but is not limited to:
 - 14.2.1 Activities to be completed.
 - 14.2.2 Dates by which the activities are to be completed.
 - 14.2.3 Identification of individuals who will complete the activities.
 - 14.2.4 The anticipated invoice amount with detailed breakout of all calculations.
4. Modify Exhibit A-1, Scope of Services: Detailed Service Descriptions, Section 14, Statewide Support, Subsection 14.3, to read:
14.3. The Contractor shall provide quarterly reports on each approved work plan in Subsection

**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**



14.2, above. The Contractor shall ensure reports include, but are not limited to:

- 14.3.1. Progress of activities completed in the previous quarter.
- 14.3.2. Activities to be completed in the following quarter.
- 14.3.3. Potential barriers to completing activities.
- 14.3.4. Plan to address identified barriers.
- 14.3.5. Activity invoice submission amounts.
- 14.3.6. Justification as to why any changes in the work plan were necessary.
- 14.3.7. Statement attesting to having received Department approval for changes in any work plan prior to providing any changed services.

5. Add Exhibit A-1, Scope of Services, Detailed Service Descriptions, Section 14, Statewide Support, Subsection 14.4, to read:

14.4 The Contractor shall work with area agencies to ensure all demographic data collected, as specified in 2.2.1 of Exhibit A, Scope of Services, is entered into the Online Data Entry Survey Application (ODESA) by the deadline provided by the Department. The Contractor shall:

- 14.4.1. Notify the Department of any changes or updates in NCI surveys used by area agencies.
- 14.4.2. Follow up with area agencies to obtain answers to any questions the Department has relative to NCI results.

6. Add Exhibit B, Method and Conditions Precedent to Payment, Section 8, and Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above, Subsection 8.1, Paragraph 8.1.3 to read:

8.1.3 The Contractor shall invoice the Department in an amount not to exceed \$146,500 for prior approved services in the work plan identified in Exhibit A-1, Scope of Services: Detailed Service Descriptions, Subsection 14.2. The invoice shall include:

- 8.1.3.1. Completed activities
- 8.1.3.2. Dates activities were completed.
- 8.1.3.3. Individuals who completed the identified activities.
- 8.1.3.4. The invoice amount for the actual costs incurred for the completed activities, including detailed breakouts of all calculations and expenses.
- 8.1.3.4. Quarterly reports detailing the actual costs incurred for the completed activities.

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services




All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,


State of New Hampshire
Department of Health and Human Services

6-8-2020
Date


Name: Christie Tappin
Title: Associate Commissioner

Community Crossroads, Inc.

6/8/2020
Date


Name: JAMES L. WATSON
Title: BOARD OF DIRECTORS - President

**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

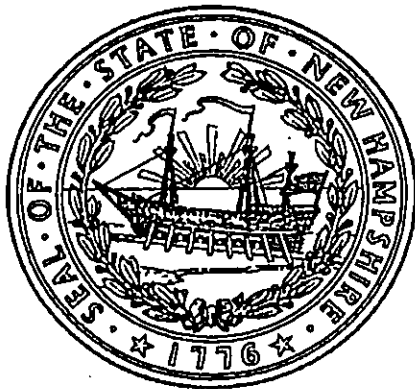
Department of State

CERTIFICATE

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

Business ID: 64839

Certificate Number: 0004917733



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 8, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That James Watson (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: June 8, 2020

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2020

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C No, Ext): (603) 869-3218 FAX (A/C No): (603) 845-4331 E-MAIL ADDRESS: cmorgan@grossagency.com	
INSURED Community Crossroads, Inc., 8 Commerce Drive Atkinson NH 03811		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: NY Marine & General Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 18808

COVERAGES **CERTIFICATE NUMBER:** 19-20 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2057777	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP 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			PHPK2057780	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB899527	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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/A	WC201900007488 (3a.) ME NH	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK2057777	11/01/2019	11/01/2020	Limit 500,000 Deductible 5,000

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

CERTIFICATE HOLDER State of New Hampshire, Department of Health & Human Services Bureau of Dev. Services 105 Pleasant Street Concord NH 03301	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 
--	--

Mission

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

Vision for Those We Serve

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

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

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

Guiding Principles

We believe that those we serve:

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

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

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

Financial Statements

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

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Schedules of Functional Revenues	19 - 20

To the Board of Directors of
Community Crossroads, Inc.
Atkinson, New Hampshire

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues on pages 19 and 20 are presented for purposes of additional analysis, and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone McDonnell & Roberts
Professional Association*

December 9, 2019
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,496,493	\$ 2,021,142
Accounts receivable	1,461,378	1,762,618
Due from related party	18,280	26,280
Investments	866,935	828,133
Other current assets	<u>54,952</u>	<u>50,301</u>
Total current assets	4,898,038	4,688,474
PROPERTY AND EQUIPMENT, NET	<u>1,090,748</u>	<u>1,105,873</u>
Total assets	<u>\$ 5,988,786</u>	<u>\$ 5,794,347</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 38,225	\$ 47,361
Accounts payable	2,013,498	1,716,220
Refundable advances	207,620	389,332
Accrued expenses	74,329	77,020
Accrued payroll, benefits and related taxes	<u>292,917</u>	<u>268,952</u>
Total current liabilities	2,626,589	2,498,885
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>645,135</u>	<u>682,159</u>
Total liabilities	3,271,724	3,179,044
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>2,717,062</u>	<u>2,615,303</u>
Total liabilities and net assets	<u>\$ 5,988,786</u>	<u>\$ 5,794,347</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
SUPPORT AND REVENUES		
Medicaid	\$ 26,918,717	\$ 24,617,862
State of NH - DHHS	1,601,251	1,685,923
Federal grant - DHHS	317,382	335,840
Residential fees	137,067	131,845
Client resources	128,911	149,570
Fundraising	112,738	154,430
Rental income	111,355	144,749
Production/service income	75,981	59,023
Other revenues	60,852	90,589
Interest and dividends, net	32,331	21,457
Net realized gain on investments	12,914	7,607
Contributions and miscellaneous grants	9,649	126,584
Net unrealized gain on investments	5,550	14,245
Third party insurance	1,695	2,511
	<u>29,526,393</u>	<u>27,542,235</u>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,635,321	1,454,525
Other DHHS funded programs	26,183,471	24,188,613
	<u>27,818,792</u>	<u>25,643,138</u>
Supporting Activities:		
General management	1,538,332	1,336,910
Rental property management	151,152	153,227
Fundraising	118,397	98,258
	<u>1,807,881</u>	<u>1,588,395</u>
	<u>29,626,673</u>	<u>27,231,533</u>
CHANGE IN NET ASSETS BEFORE GAIN ON SALE OF PROPERTY	(100,280)	310,702
GAIN ON SALE OF PROPERTY	<u>202,039</u>	<u>-</u>
CHANGE IN NET ASSETS	101,759	310,702
NET ASSETS, BEGINNING OF YEAR	<u>2,615,303</u>	<u>2,304,601</u>
NET ASSETS, END OF YEAR	<u>\$ 2,717,062</u>	<u>\$ 2,615,303</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets without donor restrictions	\$ 101,759	\$ 310,702
Adjustments to reconcile change in net assets without donor restrictions to net cash from operating activities:		
Depreciation	119,360	118,552
Net realized gain on investments	(12,914)	(7,607)
Net unrealized gain on investments	(5,550)	(14,245)
Gain on sale of property and equipment	(202,039)	-
Changes in operating assets and liabilities:		
Accounts receivable	301,240	322,450
Due from related party	8,000	(22,908)
Other current assets	(4,651)	8,926
Accounts payable	297,278	197,634
Refundable advances	(181,712)	(229,173)
Accrued expenses	(2,691)	27,815
Accrued payroll, benefits and related taxes	25,965	3,937
	<u>444,045</u>	<u>716,083</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(176,263)	(32,636)
Purchase of investments	(101,207)	(56,615)
Proceeds from sale of investments	80,869	32,568
Proceeds from sale of property	295,000	-
Cash paid for closing costs on sale of property	(20,933)	-
	<u>77,466</u>	<u>(56,683)</u>
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	(46,160)	(50,447)
	<u>(46,160)</u>	<u>(50,447)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH AND CASH EQUIVALENTS	475,351	608,953
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>2,021,142</u>	<u>1,412,189</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 2,496,493</u>	<u>\$ 2,021,142</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 32,901</u>	<u>\$ 30,953</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment financed by long term debt	<u>\$ -</u>	<u>\$ 100,000</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other CHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total CHHS Funded	Rental Properties	Fundraising	2019 Totals
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ 3,482,450	\$ -	\$ 13,480,047	\$ -	\$ 16,971,497	\$ -	\$ 16,971,497	\$ -	\$ -	\$ 16,971,497
Salaries, wages, benefits and taxes	1,202,638	390,981	-	56,423	-	-	798,130	400,377	2,638,549	1,092,958	4,031,607	88,335	-	4,069,942
Direct care contracted staff	-	-	280,848	-	190,218	-	3,437,931	-	3,917,795	-	3,917,795	-	-	3,917,795
Client evaluations	-	-	-	1,397,139	-	-	-	-	1,397,139	-	1,397,139	-	-	1,397,139
Family stipend for 621/625 services	-	-	-	-	-	-	1,238,282	-	1,238,282	-	1,238,282	-	-	1,238,282
Assistance to individuals	31,207	117,783	-	-	-	80	174,343	-	322,883	-	322,883	-	-	322,883
Staff development	6,634	4,368	-	-	-	249,444	-	250,418	28,788	288,185	-	-	288,185	
Other professional fees	80,493	2,709	-	1,844	-	-	15,084	-	100,110	102,888	710,008	442	-	210,450
Travel	38,908	7,721	-	4,842	3,512	29,218	92,312	-	178,613	8,352	182,865	8,007	-	190,872
Other expenses	1,484	311	-	671	-	1,888	1,990	-	6,345	30,445	43,780	1,043	118,307	185,232
Medical and therapies	53,284	1,778	-	-	11,231	-	86,838	-	164,009	-	164,009	-	-	164,009
Depreciation	-	-	-	-	-	-	-	-	-	110,380	110,380	-	-	110,380
Family assistance	2,830	84,211	-	-	-	-	-	-	87,041	-	87,041	-	-	87,041
Maintenance and repairs	13,877	3,524	-	896	-	-	4,031	-	22,550	10,182	32,732	30,854	-	72,388
Office supplies	24,584	8,730	-	1,842	-	-	-	945	33,817	19,758	83,575	1,837	-	65,112
Mortgage expense	-	-	-	-	-	-	21,288	-	21,288	-	21,288	32,901	-	54,189
Insurance	21,097	8,053	-	1,388	-	-	3,230	-	31,768	15,876	47,741	1,361	-	49,122
Audit fees	-	-	-	-	-	-	-	-	-	35,697	35,697	-	-	35,697
Telephone and communications	15,821	4,840	-	1,039	-	-	-	-	21,400	11,960	33,380	1,036	-	34,416
Utilities	11,444	3,284	-	762	-	-	3,923	-	19,403	8,056	28,071	3,408	-	31,477
Other occupancy costs	12,451	3,672	-	818	-	-	3,531	-	20,372	9,428	29,800	813	-	30,615
Client consumables	-	21,236	-	-	-	-	4,800	-	26,036	-	26,036	-	-	26,036
Legal fees	9,907	2,888	-	657	-	-	-	-	13,522	7,731	21,253	883	-	21,906
Equipment rental	8,179	2,347	-	837	-	-	-	-	11,003	5,193	17,256	836	-	17,782
Postage and shipping	6,356	1,824	-	417	-	-	-	-	8,597	4,613	13,410	416	-	13,826
Rent	-	-	-	-	-	-	-	-	-	7,358	7,358	-	-	7,358
Payment in lieu of taxes	-	-	-	-	-	-	6,847	-	6,847	-	6,847	-	-	6,847
Building and household	2,168	822	-	142	-	-	250	-	3,181	1,394	4,875	810	-	6,491
Printing	1,084	306	-	70	-	-	-	-	1,459	806	2,265	70	-	2,315
Membership dues	85	-	-	-	-	-	-	198	280	1,254	1,514	-	-	1,514
Advertising	-	-	-	-	-	-	-	-	-	345	345	-	-	345
Total	\$ 1,835,521	\$ 866,871	\$ 280,848	\$ 1,499,172	\$ 3,998,409	\$ 290,801	\$ 19,368,448	\$ 431,617	\$ 21,818,792	\$ 1,838,332	\$ 29,257,124	\$ 151,152	\$ 118,307	\$ 29,676,823

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHS Funds	Rental Properties	Fundraising	2018 Totals
Salaries, wages, benefits and taxes	\$ 1,100,326	\$ 365,101	\$ -	\$ 80,862	\$ -	\$ -	\$ 780,680	\$ 317,526	\$ 2,000,010	\$ 680,007	\$ 3,490,220	\$ 67,031	\$ -	\$ 3,557,251
Subcontractors	-	-	-	-	3,643,232	-	12,396,636	-	16,940,068	-	16,940,068	-	-	16,940,068
Direct care contracted staff	11,332	-	285,099	-	93,008	-	3,218,967	12	3,610,038	-	3,610,038	-	-	3,610,038
Client evaluations	63,755	-	-	1,730,329	-	-	-	-	1,303,084	-	1,303,084	-	-	1,303,084
Family spend for 821/828 services	-	-	-	-	-	-	912,110	-	912,110	-	912,110	-	-	912,110
Staff development	4,791	1,472	-	-	-	328,074	585	180	337,102	32,300	369,382	-	-	369,382
Assistance to individuals	25,654	68,377	-	-	-	-	148,894	-	228,826	-	228,826	-	-	228,826
Other professional fees	61,940	1,614	-	8,400	-	-	16,612	715	111,487	84,641	196,028	410	-	196,438
Travel	35,601	7,674	-	6,053	2,789	-	82,381	23,782	168,482	6,401	183,883	7,493	-	171,376
Other expenses	6,672	116	-	1,251	-	813	888	2,021	12,062	63,405	65,467	823	98,258	164,248
Depreciation	-	-	-	-	-	-	-	-	-	118,832	118,832	-	-	118,832
Medical and therapies	-	-	-	-	3,618	-	68,481	61	82,140	-	82,140	-	-	82,140
Family assistance	-	84,844	-	-	-	-	-	-	84,844	-	84,844	-	-	84,844
Maintenance and repairs	7,744	2,222	-	809	-	-	8,462	-	16,837	6,854	23,791	41,630	-	67,421
Office supplies	16,862	6,700	-	1,305	-	-	43	-	26,910	31,648	58,458	1,289	-	59,747
Mortgage expense	-	-	-	-	-	-	21,228	-	21,228	-	21,228	30,863	-	52,178
Insurance	20,428	8,862	-	1,342	-	-	3,018	-	30,651	16,829	46,180	1,337	-	47,517
Client consumables	-	34,458	-	-	-	-	4,800	48	39,318	-	39,318	58	-	39,376
Utilities	11,588	3,318	-	780	-	-	6,040	-	21,686	8,781	30,449	7,434	-	37,883
Telephone and communications	17,257	4,951	-	1,133	-	-	-	-	23,341	13,087	36,408	1,130	-	37,538
Audit fees	-	-	-	-	-	-	-	-	-	35,000	35,000	-	-	35,000
Other occupancy costs	11,765	3,376	-	773	-	-	3,342	-	19,256	8,009	28,185	770	-	28,955
Equipment rental	8,008	2,288	-	626	-	-	-	-	10,833	6,064	16,897	824	-	17,421
Accounting	-	-	-	-	-	-	1,700	-	1,700	18,209	19,908	-	-	19,908
Postage and shipping	6,945	1,848	-	423	-	-	(281)	-	8,456	4,883	13,336	422	-	13,758
Printing	4,767	1,368	-	313	-	-	-	-	6,448	3,059	10,117	313	-	10,430
Legal fees	4,292	1,212	-	282	-	-	-	-	6,605	3,250	9,056	280	-	9,336
Building and household	1,731	496	-	132	-	-	790	-	3,149	1,287	4,436	1,020	-	5,456
Payment in lieu of taxes	-	-	-	-	-	-	8,428	-	8,428	-	8,428	-	-	8,428
Membership dues	-	-	-	-	-	-	-	178	178	781	908	-	-	908
Advertising	183	-	-	-	-	-	-	-	183	437	620	-	-	620
Total	\$ 1,454,825	\$ 684,877	\$ 285,099	\$ 1,322,621	\$ 3,643,232	\$ 378,903	\$ 17,679,806	\$ 344,470	\$ 25,843,136	\$ 1,336,910	\$ 26,980,046	\$ 153,227	\$ 98,258	\$ 27,231,633

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

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

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in April 2017, for the period of September 2016 through September 2021.

Method of Accounting

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

Basis of Presentation

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

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

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

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

As of June 30, 2019 and 2018, the Organization had only net assets without donor restrictions.

Use of Estimates

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

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2019 and 2018. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

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

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2019 and 2018 were \$14,168 and \$13,277, respectively.

Investments

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

Accounts Receivable

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2019 and 2018. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

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

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 3 to 30 years. Depreciation expense for the years ended June 30, 2019 and 2018 was \$119,360 and \$118,552, respectively.

Income Taxes

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

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2017 - 2019), and has concluded that no provision for income tax is required in the Organization's financial statements.

Functional Allocation of Expenses

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

Contributions

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

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

The Organization had no net assets with donor restrictions at June 30, 2019 or 2018.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2019 and 2018 were approximately \$222,000 and \$203,000, respectively.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 2,496,493	\$ 2,021,142
Accounts receivable	1,461,378	1,762,618
Due from related party	18,280	26,280
Investments	<u>866,935</u>	<u>828,133</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 4,843,086</u>	<u>\$ 4,638,173</u>

It is the Organization's goal to maintain financial assets to meet 30 days of operating expenses, which approximates \$2,425,300 and \$2,228,500, at June 30, 2019 and 2018, respectively.

NOTE 3. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$2,521,000 and \$1,965,000 at June 30, 2019 and 2018, respectively. Of those excess amounts, \$2,521,000 and \$1,965,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2019, they were not uninsured. There were no uninsured amounts at June 30, 2019 and June 30, 2018.

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

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

The Organization received approximately 91% and 89% of its funding from Medicaid for the years ended June 30, 2019 and 2018, respectively. At June 30, 2019 and 2018, Medicaid accounted for approximately \$1,438,600 and \$1,695,700 of the balance in accounts receivable, respectively.

The Organization also received approximately 6% and 7% of its funding from DHHS for the years ended June 30, 2019 and 2018, respectively.

NOTE 4. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2019 and 2018 consists of the following:

	<u>Life In Years</u>	<u>2019</u>	<u>2018</u>
Buildings	25-30	\$ 1,803,871	\$ 1,763,920
Land	N/A	200,096	253,096
Equipment and furniture	3-5	488,657	472,389
Vehicles	5	89,548	89,548
Improvements	10-20	<u>714,176</u>	<u>703,372</u>
		3,296,348	3,282,325
Less accumulated depreciation		<u>(2,205,600)</u>	<u>(2,176,452)</u>
Total property and equipment, net		<u>\$ 1,090,748</u>	<u>\$ 1,105,873</u>

NOTE 5. INVESTMENTS

At June 30, 2019 and 2018, the Organization's investments consist of the following:

	<u>2019</u>		<u>2018</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 608,888	\$ 551,284	\$ 565,948	\$ 520,962
Exchange traded funds	<u>258,047</u>	<u>202,907</u>	<u>262,185</u>	<u>216,387</u>
Total	<u>\$ 866,935</u>	<u>\$ 754,191</u>	<u>\$ 828,133</u>	<u>\$ 737,349</u>

Components of Investment Income:

	<u>2019</u>	<u>2018</u>
Interest and dividends	\$ 42,765	\$ 32,947
Realized gain on sale of investments	12,914	7,607
Unrealized gain on investments	5,550	14,245
Investment fees	<u>(10,434)</u>	<u>(11,490)</u>
Total investment income	<u>\$ 50,795</u>	<u>\$ 43,309</u>

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

NOTE 6. FAIR VALUE MEASUREMENTS

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

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

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

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

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,

- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

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

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

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

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

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

As of June 30, 2019 and 2018, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2019</u>	<u>2018</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 67,709	\$ 64,237
Growth funds	262,894	239,856
Income funds	77,563	87,123
Bond funds	200,722	174,731
Exchange traded funds, at fair value:		
Fixed income funds	140,921	137,457
Capital appreciation funds	<u>117,126</u>	<u>124,729</u>
Total investments at fair value	<u>\$ 866,935</u>	<u>\$ 828,133</u>

NOTE 7. LONG TERM DEBT

Long term debt at June 30, 2019 and 2018 consists of the following:

	<u>2019</u>	<u>2018</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 5.30%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 106,417	\$ 115,684
Adjustable rate mortgage note payable to a bank in monthly installments of \$2,841 for principal and interest at 4.28% for the first five years through October 2022. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due October 2037.	432,576	447,667
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.	142,087	151,029

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019.

	<u>2,280</u>	<u>15,140</u>
	683,360	729,520
Less current portion	<u>(38,225)</u>	<u>(47,361)</u>
	<u>\$ 645,135</u>	<u>\$ 682,159</u>

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

Year Ended <u>June 30</u>	<u>Amount</u>
2020	\$ 38,225
2021	37,464
2022	39,048
2023	40,700
2024	42,425
Thereafter	<u>485,498</u>
	<u>\$ 683,360</u>

NOTE 8. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There was no balance due on the LOC at June 30, 2019 or 2018.

NOTE 9. REFUNDABLE ADVANCES

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

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

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$207,620 and \$389,332 at June 30, 2019 and 2018, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 10. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$115,078 and \$112,523 in 2019 and 2018, respectively.

NOTE 11. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$457,000 and \$389,000 as of June 30, 2019 and 2018, respectively.

NOTE 12. FISCAL AGENT

During the year ended June 30, 2019, the Organization began serving as the fiscal agent for another non-profit Organization. The funds held by the Organization were approximately \$4,600 as of June 30, 2019. Additionally, the Organization is responsible for planning and coordinating the Family Support Conference for the State of New Hampshire. The Organization received \$39,648 from the State of New Hampshire for managing this conference during the year ended June 30, 2019. The funds held by the Organization for the conference were approximately \$55,000 as of June 30, 2019. No asset or liability has been recorded for these amounts.

NOTE 13. SPECIAL EVENTS AND FUNDRAISING

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

	<u>2019</u>	<u>2018</u>
Golf tournament revenue	\$ 39,749	\$ 38,629
Less: golf tournament expense	<u>(27,534)</u>	<u>(21,496)</u>
Net golf tournament revenue	<u>12,215</u>	<u>17,133</u>
Other special events revenue	44,281	38,810
Gaming activities	28,708	76,991
Less: other special events expenses	<u>(14,363)</u>	<u>(18,511)</u>
Net other special events revenue	<u>58,626</u>	<u>97,290</u>
Special events and fundraising, net	<u>\$ 70,841</u>	<u>\$ 114,423</u>

NOTE 14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 9, 2019, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.
SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHHS Funded	Rental Properties	Fundraising	Other Non-DHHHS Programs	2019 Total
Medicaid	\$ 876,343	\$ 238,318	\$ 328,808	486,491	\$ 4,193,818	\$ -	\$ 20,271,697	\$ 648,842	\$ 28,918,717	\$ -	\$ 28,918,717	\$ -	\$ -	\$ -	\$ 28,918,717
State of NH - DHHHS	-	-	-	-	-	-	-	-	-	1,801,281	1,801,281	-	-	-	1,801,281
Federal grant - DHHHS	-	-	-	182,778	-	134,864	-	-	317,642	-	317,642	-	-	-	317,642
Other revenues	-	11,371	-	-	-	30	-	-	11,401	48,451	60,852	-	112,738	-	173,550
Residential fees	-	-	-	-	-	-	137,067	-	137,067	-	137,067	-	-	-	137,067
Client resources	-	-	-	-	12,818	-	118,298	-	128,911	-	128,911	-	-	-	128,911
Rent income	-	-	-	-	-	-	-	-	-	-	-	111,385	-	-	111,385
Production/service income	-	-	-	-	-	1,184	-	-	1,184	74,797	75,981	-	-	-	75,981
Interest and dividends, net	-	-	-	-	-	-	-	-	-	21,231	21,231	11,100	-	-	32,331
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	12,914	12,914
Contributions and grants	-	-	-	-	-	-	-	-	-	9,848	9,848	-	-	-	9,848
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	8,650	8,650
Third party insurance	-	-	-	1,892	-	-	-	-	1,892	-	1,892	-	-	-	1,892
Total	\$ 876,343	\$ 250,690	\$ 328,808	\$ 650,814	\$ 4,208,334	\$ 135,868	\$ 20,821,888	\$ 648,842	\$ 27,818,957	\$ 1,788,378	\$ 29,272,736	\$ 122,485	\$ 112,738	\$ 18,484	\$ 29,878,293

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.
SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018

	Case Management	Family Support	Respite Care	Early Intervention	Ad&R Day Activity	Other DHHHS Programs	Residential & Day	CFI Case Management	Total Program Services	General Management	Total DHHHS Funded	Rental Properties	Fundraising	Other Non-DHHHS Programs	2018 Total
Medicaid	\$ 845,440	\$ 106,921	\$ 268,316	\$ 439,881	\$ 3,988,007	\$ -	\$ 18,813,118	\$ 347,811	\$ 24,817,862	\$ -	\$ 24,817,862	\$ -	\$ -	\$ -	\$ 24,817,862
State of NH - DHHHS	-	-	-	-	-	-	-	-	1,885,823	1,885,823	1,885,823	-	-	-	1,885,823
Federal grant - DHHHS	-	-	-	183,298	-	142,581	-	-	335,840	335,840	335,840	-	-	-	335,840
Other revenues	-	31,838	15,000	-	-	-	-	-	48,838	43,950	90,889	-	-	154,430	245,019
Client resources	-	-	-	-	17,042	-	-	-	149,570	-	149,570	-	-	-	149,570
Rent income	-	-	-	-	-	-	-	-	-	-	-	144,740	-	-	144,740
Residential fees	-	-	-	-	-	-	131,845	-	131,845	-	131,845	-	-	-	131,845
Contributions and grants	-	-	-	-	-	-	-	-	-	128,584	128,584	-	-	-	128,584
Production/service income	-	-	-	-	-	-	-	-	-	88,023	88,023	-	-	-	88,023
Interest and dividends, net	-	-	-	-	-	-	-	-	-	17,820	17,820	3,837	-	-	21,457
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	14,248	14,248
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	7,807	7,807
Third party insurance	-	-	-	2,811	-	-	-	-	2,811	-	2,811	-	-	-	2,811
Total	\$ 845,440	\$ 106,921	\$ 268,316	\$ 439,881	\$ 3,988,007	\$ 142,581	\$ 18,777,489	\$ 347,811	\$ 25,784,767	\$ 1,073,300	\$ 27,217,667	\$ 148,380	\$ 154,430	\$ 21,852	\$ 27,542,233

See Independent Auditors' Report

Community Crossroads Board of Directors

Lorraine Butler (Consumer)
Town Represented - Derry

Kathleen Dayotis
Town Represented – Atkinson

John DeBaun (Treasurer)
Town Represented - Sandown

James Dickerson, DMD
Town Represented – Windham

Cathy Forgit (Secretary) (Consumer)
Town Represented - Hampstead

Kenneth Ferreira Jr. (Consumer)
Town Represented: Londonderry

Dawn George
Town Represented-Hampstead

Laurie Giguere (FSC Liaison) (Consumer)
Town Represented – Salem

Robin Knight (Consumer)
Town Represented: - Sandown

Elaine Lavin (Consumer)
Town Represented – Salem

Jadine Levesque (Consumer)
Town Represented: Windham

Cathy Spinney (Consumer)
Town Represented – Pelham

Barbara Strzykalski (Vice President) (Consumer)
Town Represented - Atkinson

James Watson (Vice President) (Consumer)
Town Represented: Derry

Connie Young
Town Represented: Salem

Dennis Powers

Summary of Qualifications

Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to \$168 million.

Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

Serve as the CEO of a non- profit corporation with an operating budget of \$29 million, serving 1,600 individuals and families in the Merrimack Valley and throughout the state of New Hampshire. Responsible for strategic visioning, community outreach, new business development; and relationships with funding agencies including four Medicaid Community Care Waivers. Developed supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011
Community Support Network, Inc.
Concord, NH

Executive Director

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

Director

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a \$168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

Executive Director

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of \$11.5 million including federal, state, and fundraising dollars.

1988 – 1990

Career Paths

Harrisonburg, Virginia

Chief Executive Officer

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 - 1988

Department of Internal Medicine
Medical College of Virginia /
Virginia Commonwealth University
Richmond, Virginia

Administrator

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a \$14 million budget including \$7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985

Maryland Dept. of Health & Mental Hygiene
Mental Retardation & Developmental Disabilities Administration
Baltimore, Maryland

Director, Intensive Behavior Management Program

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a \$3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

Director, Phillips Program

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a \$1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 - May 1984.

1977 - 1982

Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

Assistant Program Director

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

Unit Manager

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff; and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977

Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

Team Leader

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

Developmental Technician

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

Developmental Aide

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

Education

M.A. Public Administration: Hospital and Health Services Administration (1980)

The Ohio State University-John Glenn College of Public Affairs
Columbus, OH

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University;**
Virginia Commonwealth University; and **University of New Hampshire.**

Additional Professional Activities

- New Hampshire Managed Care Task Force (1996)
- UNH Institute On Disability Executive Committee (2002)
- CQI Leadership Institute – Rivier College (1994)
- New Hampshire Institutional Review Board (1995-97)
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies (2004)
- Interagency Coordinating Council For Early Intervention (2002)
- State Family Support Council (2002-2010)
- UNH Family Leadership Series- Group Leader (2007-2011)
- Executive Producer of film "Lost In Laconia" (2010)
- Governor's Commission on Health Care Workforce (2016)

Community Board Memberships

- New Hampshire Brain Injury Association
Board Member 2004- 2010
- HEART Systems, Inc. Board of Directors
1990 – 2002 (President 1990 – 1995)
- Community Support Network, Inc. –
Board Member 1995 – 2002; 2011-present

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Thirty two year career in Human Services in support of people with developmental disabilities.
- Twenty years experience in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Executive Director

- Organizational operations and services to 1,200 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$28 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

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

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

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

1990-1992

Director of Service Coordination

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

1987-1992

Vocational Services Director

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

Education

2006 Masters Degree In Business Administration

Franklin Pierce College

Rindge NH

1986 Bachelors of Arts Degree In Human Services Administration

Merrimack College, North Andover, Ma

1980 Associates of Science Mental Health Technology

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

COMMUNITY CROSSROADS INC

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dennis Powers	President/CEO	\$140,000	0	0
Cynthia Mahar	Area Agency Director	\$100,000	0	0



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

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

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

May 14, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **sole source** agreements with the ten (10) vendors listed in the table below to provide developmental and acquired brain disorder services, with a total price limitation of \$24,019,532 of which \$6,451,780 is a shared amount among all vendors. The shared amount provides family centered early supports and services; room and board reimbursement; and community education assistance, of which there is no maximum or minimum service volume guarantee, effective July 1, 2019, or on the date of Governor and Executive Council approval, whichever is later, through June 30, 2021. 17% Federal Funds, 83% General Funds.

Summary of contracted amounts by Vendor:

Vendor Name	City/Town	Price Specific to Vendor	Price Limitation Shared by All Vendors	Total Price Limitation
Area Agency of Greater Nashua, Inc.	Nashua	\$2,281,332	\$6,451,780	\$8,733,112
Behavioral Health & Developmental Services of Strafford County, Inc.	Dover	\$1,260,090	\$6,451,780	\$7,711,870
Community Bridges	Concord	\$2,102,714	\$6,451,780	\$8,554,494
Community Crossroads, Inc.	Atkinson	\$2,912,226	\$6,451,780	\$9,364,006
Developmental Services of Sullivan County	Claremont	\$591,309	\$6,451,780	\$7,043,089
Lakes Region Community Services Council	Laconia	\$2,378,428	\$6,451,780	\$8,830,208
Monadnock Developmental Services, Inc.	Keene	\$1,050,583	\$6,451,780	\$7,502,363
Moore Center Services, Inc.	Manchester	\$1,609,500	\$6,451,780	\$8,061,280
Northern Human Services	Conway	\$569,348	\$6,451,780	\$7,021,128
One Sky Community Services, Inc.	Portsmouth	\$2,812,222	\$6,451,780	\$9,264,002
	Total	\$17,567,752	\$6,451,780	\$24,019,532

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2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in the first quarter of State Fiscal Years 2020 and 2021 to each vendor, up to a maximum of one-twelfth (1/12) of State Fiscal Years 2020 and 2021 funding for each respective Vendor in each respective State Fiscal Year.

If these requests are approved, advance payments available under these agreements will only be made after the Department has conducted an extensive financial review of the applicable Area Agencies, and only if it is determined that an advance payment is necessary to assure continuity of programs and services to clients.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets.

See attached financial details

EXPLANATION

This request is sole source because these agreements are not subject to the competitive bidding requirement. RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

In accordance with RSA 171-A and RSA 126-C, the Area Agencies are responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders. Approval of this Request will allow the ten (10) non-profit Area Agencies to provide developmental, acquired brain disorder, and early supports and services to approximately 12,500 adults and children throughout the State. The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services under the authority of three Medicaid funded Home and Community-Based Care Services waivers.

These ten (10) Area Agencies provide for the care, habilitation, treatment, and training of developmentally disabled persons, as well as provide support for their families. Services include community support / independent living, community participation and employment, family-centered early supports, family support, in-home support, residences that may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

These Agreements include funding that will be shared among the agencies to provide family centered early supports and services, room and board, and community education assistance, of which there is no maximum or minimum service volume guarantee. By including these services in the contracts, as a shared source of funding, the Department is able to distribute funds throughout the year in a timely manner, based on individual and agency needs. Family centered early supports and services complement other services are delivered through agency and are intended to provide additional training, supports, and direct services to aid children and their families. Funding for room and board pay costs for housing related expenses for those who receive residential services through the Area Agencies, in the event that there are no other public and/or private resources available for this purpose. Funding for community education assistance will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system. Funding for these services is based on statewide need, and will change

throughout the year. This allows the Department to have flexibility in the allocation of funds to meet the needs of the individuals served.

The Department contracts with four (4) agencies to provide specific services that support the entire Organized Health Care Delivery System statewide. The Department has determined that contracting to provide the following services statewide is the most effective and efficient use of resources:

- Community Bridges provides Systemic, Therapeutic Assessment, Respite, and Treatment (START) statewide for individuals who may be in crisis. START is national program, for which New Hampshire participates. START offers services in the community to strengthen efficiencies and service outcomes for individuals with intellectual and developmental disabilities and behavioral health needs.
- Behavioral Health & Developmental Services of Strafford County provides administrative and financial support for the Council for Youths with Chronic Conditions pursuant to RSA 126-J. The Council for Youths with Chronic Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families, and serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance. The Council for Youths with Chronic Conditions increases awareness in the public and private sectors of the medical, social, and educational issues that may impact youths with chronic conditions and their families to provide support for youths to remain in their own homes and communities.
- Community Crossroads, Inc. provides statewide support for a Family Support Conference, the People First program, and statewide training initiatives that support individuals with development disabilities and acquired brain disorders, as well as their families.
- Lakes Region Community Services Council provides support to the Designated Receiving Facility for nursing services as outlined in He-M 1201, transportation, as requested, business office administration, and case management support.

The Area Agencies work collaboratively with the Department on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

Pursuant to RSA 171-A and New Hampshire Administrative Rule He-M 505, each Area Agency is designated by the State of New Hampshire, Department of Health and Human Services. As part of this designation, the Department conducts Governance Audits to ensure that Area Agencies are meeting contract requirements. Re-designation includes a number of tools to assist the Department to measure the performance of the Area Agencies. New Hampshire participates in the National Core Indicators, a national effort that uses standard measures of performance in each participating state to assess the outcomes of services provided to individuals and families. In addition, as part of compliance with the Home and Community Based Waivers, the Department is required to conduct ongoing service reviews.

Should Governor and Executive Council not approve these Requested Actions, approximately 12,500 individuals served through the area agencies will be without services necessary to maintain their health, safety and welfare in accordance with RSA 171-A.

Area served: Statewide.

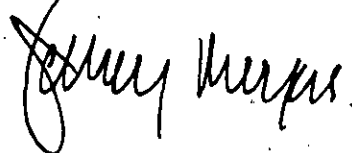
Source of funds: 17% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Federal and Domestic Assistance #84.181A, Federal Award Identification Number H181A170127, and
83% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner

Financial Details

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

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$346,116
2021	102-500731	Contracts for program services	93007013	\$343,326
			<i>Subtotal</i>	\$689,442

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$213,770
2021	102-500731	Contracts for program services	93007013	\$219,472
			<i>Subtotal</i>	\$433,242

Community Bridges (Vendor Code 155658-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$615,617
2021	102-500731	Contracts for program services	93007013	\$617,777
			<i>Subtotal</i>	\$1,233,394

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$496,971
2021	102-500731	Contracts for program services	93007013	\$499,971
			<i>Subtotal</i>	\$996,942

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$157,125
2021	102-500731	Contracts for program services	93007013	\$149,704
			<i>Subtotal</i>	\$306,829

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$1,026,204
2021	102-500731	Contracts for program services	93007013	\$1,032,004
			<i>Subtotal</i>	\$2,058,208

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$270,979
2021	102-500731	Contracts for program services	93007013	\$245,644
			<i>Subtotal</i>	\$516,623

Financial Details

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$181,550
2021	102-500731	Contracts for program services	93007013	\$176,540
			Subtotal	\$358,090

Northern Human Services (Vendor Code 177222-B004)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$246,476
2021	102-500731	Contracts for program services	93007013	\$244,924
			Subtotal	\$491,400

One Sky Community Services (Vendor Code 155666-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007013	\$671,921
2021	102-500731	Contracts for program services	93007013	\$667,811
			Subtotal	\$1,339,732
Total Family Support Services				\$8,423,902

05-96-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INVERVENTION (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$575,750
2021	102-500731	Contracts for program services	93007014	\$497,200
			Subtotal	\$1,072,950

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$202,750
2021	102-500731	Contracts for program services	93007014	\$197,048
			Subtotal	\$399,798

Community Bridges (Vendor Code 155658-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$245,000
2021	102-500731	Contracts for program services	93007014	\$244,500
			Subtotal	\$489,500

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$704,500
2021	102-500731	Contracts for program services	93007014	\$701,500
			Subtotal	\$1,406,000

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$69,000
2021	102-500731	Contracts for program services	93007014	\$74,700
			Subtotal	\$143,700

Financial Details

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$60,250
2021	102-500731	Contracts for program services	93007014	\$54,450
			Subtotal	\$114,700

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$115,000
2021	102-500731	Contracts for program services	93007014	\$112,500
			Subtotal	\$227,500

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$296,500
2021	102-500731	Contracts for program services	93007014	\$299,850
			Subtotal	\$596,350

Northern Human Services (Vendor Code 177222-B004)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$3,498
2021	102-500731	Contracts for program services	93007014	\$5,050
			Subtotal	\$8,548

One Sky Community Services (Vendor Code 155666-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007014	\$467,250
2021	102-500731	Contracts for program services	93007014	\$552,700
			Subtotal	\$1,019,950
			Total Early Intervention	\$5,478,996

05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$218,800
2021	102-500731	Contracts for program services	93007852	\$300,140
			Subtotal	\$518,940

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$109,400
2021	102-500731	Contracts for program services	93007852	\$109,400
			Subtotal	\$218,800

Community Bridges (Vendor Code 155658-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$190,740
2021	102-500731	Contracts for program services	93007852	\$189,080
			Subtotal	\$379,820

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$254,642
2021	102-500731	Contracts for program services	93007852	\$254,642
			Subtotal	\$509,284

Financial Details

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$71,220
2021	102-500731	Contracts for program services	93007852	\$69,560
			<i>Subtotal</i>	\$140,780

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$102,760
2021	102-500731	Contracts for program services	93007852	\$102,760
			<i>Subtotal</i>	\$205,520

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$152,400
2021	102-500731	Contracts for program services	93007852	\$154,060
			<i>Subtotal</i>	\$306,460

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

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$326,700
2021	102-500731	Contracts for program services	93007852	\$328,360
			<i>Subtotal</i>	\$655,060

Northern Human Services (Vendor Code 177222-B004)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$34,700
2021	102-500731	Contracts for program services	93007852	\$34,700
			<i>Subtotal</i>	\$69,400

One Sky Community Services (Vendor Code 155666-B001)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93007852	\$266,940
2021	102-500731	Contracts for program services	93007852	\$185,600
			<i>Subtotal</i>	\$452,540
		Total Contract Part C		\$3,456,604

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

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93005947	\$104,125
2021	102-500731	Contracts for program services	93005947	\$104,125
			<i>Subtotal</i>	\$208,250
		Total Price Specific to Vendor		\$17,567,752

Financial Details

Funding Amounts Shared by Vendors as follows:

For Continuing Education

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93025947	\$74,890
2021	102-500731	Contracts for program services	93025947	\$74,890
			Subtotal	\$149,780

For Family Centered Early Supports and Services (FCESS)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017013	\$311,000
2021	102-500731	Contracts for program services	93017013	\$311,000
			Subtotal	\$622,000

05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	502-500891	Payments to Providers	93017852	\$340,000
2021	502-500891	Payments to Providers	93017852	\$340,000
			Subtotal	\$680,000

For Room and Board

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017100	\$2,000,000
2021	102-500731	Contracts for program services	93017100	\$2,000,000
			Subtotal	\$4,000,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017016	\$500,000
2021	102-500731	Contracts for program services	93017016	\$500,000
			Subtotal	\$1,000,000

Total Price Shared	\$6,451,780
Total Price for All Vendors	\$24,019,532

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DHVEL-10)

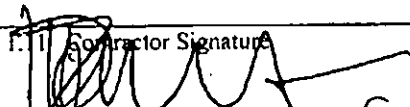
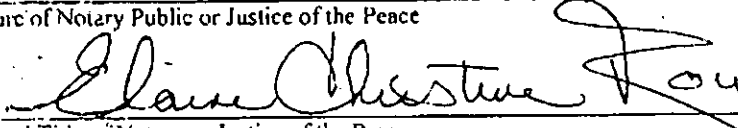

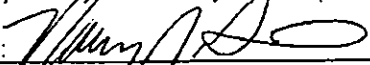
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

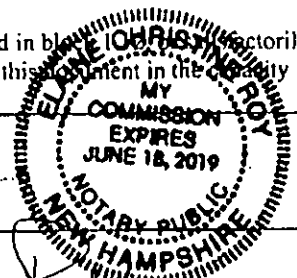
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive Atkinson NH 03811	
1.5 Contractor Phone Number 603-893-1299 ex 317	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-7016-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$9,364,006
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Ferreira, Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>May 8, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature  Date: <u>5-15-19</u>		1.15 Name and Title of State Agency Signatory Nathan D. White, Director, Division LTSS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/24/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

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

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a sub-recipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**

Exhibit A

- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery.
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual.
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. The Contractor shall ensure that each Contractor employee, and subcontractor who may have direct contact with clients or client information under this agreement has received training in safeguarding confidential client information as required by state and federal law and regulation, including but not limited to, for substance use disorder information regulated by 42 CFR Part 2 appropriate consents and notices of non-disclosure.
- 1.10. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.11. Days in this Agreement shall mean calendar-days.
- 1.12. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

DE

5/8/19



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

Exhibit A

2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

- 2.1.1. Community Support/Independent Living Services.
- 2.1.2. Community Participation Services and/or Employment Services.
- 2.1.3. Family-Centered Early Supports and Services.
- 2.1.4. Family Support Services.
- 2.1.5. In-Home Support Services.
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services.
- 2.1.7. Residential Services.
- 2.1.8. Service Coordination.
- 2.1.9. Services to Person with Acquired Brain Disorders.
- 2.1.10. Participant Directed Managed Services.
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.
- 2.2.2. For those individual for whom there is an unmet need, the agency will respond to the corrective action request within 15 working days to ensure the need has been met and document such actions in the service coordination case notes. Actions may include but not limited to ensuring someone's name is added to the waitlist to eventually secure funds.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals



**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**

Exhibit A

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- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.3. The Contractor shall insure that SIS are completed at a minimum every five years for each person accessing waived services.
- 2.3.3.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.4. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.
- 2.3.4.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.
- 2.3.4.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.4.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1. into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.
- 2.3.4.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.



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2.4. Health Risk Screening Tool (HRST):

- 2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.
- 2.4.2. The Contractor shall insure that appropriate staff:
 - 2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.
 - 2.4.2.2. Are trained in using the results of the screening.

2.5. Agreement with Local Community Mental Health Center

- 2.5.1. In an effort to coordinate services for those who are eligible for services from both the Area Agency and Community Mental Health Center, the Contractor shall develop a Memorandum of Understanding (MOU) with the Community Mental Health Center for the region. At a minimum the MOU shall address processes for the following:
 - 2.5.1.1. Services for those dually eligible for both organizations, t
 - 2.5.1.2. Transition plans for youth leaving children's services,
 - 2.5.1.3. An Emergency Department protocol for individual's dually eligible,
 - 2.5.1.4. Process for assessing individuals leaving New Hampshire Hospital or the Secure Psychiatric Hospital,
 - 2.5.1.5. An annual orientation for case management/intake staff of both organizations, and
 - 2.5.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization.

2.6. Risk Management

- 2.6.1. The Contractor shall conduct risk assessments as outlined in He-M 503 and He-M 522.

2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for



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individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

- 2.7.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individual's status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall rank when the individual is receiving Waitlist Funding and remove an individual from the Wait List Registry within 5 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.7.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within 5 days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.7.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

2.8. Out of State Placements:

- 2.8.1. In an effort to comply with the requirements in RSA 171-A:18, the primary responsibility of the area agency shall be to plan, establish, and maintain a comprehensive service delivery system for individuals who are residing in the area, the Contractor shall seek approval from the Department prior to agreeing to and arranging for an out of state placement. Shared Living arrangements in border towns are exempt from this requirement, if they are certified through the Department.

2.9. Employment Data System (EDS)

- 2.9.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.9.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.



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2.9.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.10. NHLeads

2.10.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing;

2.10.1.2. Determine eligibility for and types of services; and

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.10.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.11. No Wrong Door System

2.11.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6

2.11.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.

2.11.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).

2.11.4. The Contractor shall ensure that individuals connect to LTSS options that may or will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability

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- 2.11.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
 - 2.11.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
 - 2.11.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
 - 2.11.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. Complaint Investigation

- 2.12.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.12.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.12.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.
- 2.12.4. The Contractor shall keep documentation of compliance and follow through with the recommendations that are made from both founded and unfounded reports.

2.13. CMS Requirements Compliance and Corrective Action Plan

- 2.13.1. The Contractor agrees to work with the Department towards compliance with 42 CFR 431.301(c)(1)(vi).

2.14. Maintenance of Fiscal Integrity

- 2.14.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow



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Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.14.2. The Contractor agrees to financial performance standards as follows:

2.14.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. 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.
- c. 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.

2.14.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.14.2.3. Debt Service Coverage Ratio



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- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. Definition: The ratio of Net Income to the year to date debt service.
 - c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest)}}$$
 over the next twelve (12) months.
 - d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.14.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

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

2.14.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.14.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

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- 2.14.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.14.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.14.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.14.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours 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 DHHS.
- 2.14.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.14.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.14.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

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- 2.14.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.14.9. Contractors Request for Extension of Financial Filing Deadlines.
- 2.14.9.1. If the contractor is unable to submit within 30 days, then the contractor shall submit a request for an extension of the filing deadline as follows:
- 2.14.9.1.1. Requests shall be made in writing;
 - 2.14.9.1.2. Requests shall be sent to the director or designee;
 - 2.14.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.14.9.1.4. Requests shall include the following:
 - 2.14.9.1.4.1. Contact information;
 - 2.14.9.1.4.2. Reason for requesting the extension; and
 - 2.14.9.1.4.3. New requested deadline.
- 2.14.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:

1.3.1.1. Name of the individual,

1.3.1.2. Last date of services for the individual,

1.3.1.3. Services the individual received and the utilization of services the individual received for each service.

1.3.1.4. Explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its

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discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

1.6. The Contractor shall provide developmental and acquired brain disorder services for Region 10 defined as the cities and towns in New Hampshire Administrative Rule He-M 505.

1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.

1.7.1. The Contractor shall provide developmental and acquired brain-disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.

1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative Rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rules



He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative Rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services to all children determined to be eligible on an annual basis (defined as the period of July 1 through June 30); the anticipated number to be served is in the table below:

Total Number of Children anticipated in SFY 2020	Total Number of Children anticipated in SFY 2021
520	520

4.2. The Contractor shall ensure that the FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information into NHLeads and the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into NHLeads and the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor shall collect, internally and from external vendors/providers, and report, quarterly to the Department, the amount of private insurance submitted for reimbursement; the amount private insurance paid for services; and demonstrate that the insurance reimbursement was used to reduce the cost of FCESS services provided. The report template will be provided by the department.

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- 4.7. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children enrolled in FCESS and their families.
- 4.8. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-M 510 and as follows:
- 4.8.1. All new staff will complete the Welcome to FCESS (WESS) orientation, the Diversity and Cultural Competence training, and the Child Outcome Summary (COS) training within one (1) year of their hire date.
 - 4.8.2. All staff shall have current individualized professional development plans updated at least annually.
 - 4.8.3. All staff shall have training at least annually in procedural safeguards.
 - 4.8.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
 - 4.8.5. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices. Utilization of funds will be verified as a part of annual FCESS program monitoring.
- 4.9. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.9.1. Forty-five (45) day timeline between receipt of referral and signed IFSP;
 - 4.9.2. Services start no later than thirty (30) days from the IFSP start date; and
 - 4.9.3. Consultant services start no later than thirty (30) days from the date services are determined by the IFSP team.
- 4.10. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510, OSEP, and the federal Individuals with Disabilities Educational Act (IDEA).



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4.11. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents.

4.12. FCESS Supplemental Services Funding

- 4.12.1. The Contractor shall identify needed support services for children who have a signed IFSP in place and who have identified conditions and/or needs that are expected to require a level of service provision that is greater than a typical FCESS service array; in accordance with the Supplemental Funding Guidance provided by the Department.
- 4.12.2. The Contractor shall identify the external providers for these needed services, defined as direct FCESS services for the child and their family beyond what is typical and which address the individual needs as identified in the child's IFSP and is supported by the child's assessment.
- 4.12.3. The Contractor shall complete and submit a FCESS Supplemental Funding proposal using the Department approved form(s) and in accordance with the -Guidance that defines the allowable services and funding limits for each proposal.
- 4.12.4. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for FCESS Supplemental Funding under section 4.12 through ongoing review and approval of individual FCESS Supplemental Funding Proposal's, as they are submitted.
- 4.12.5. The Contractor shall submit invoices for approved FCESS Supplemental Funding Proposals in accordance with the Department provided Guidance.
- 4.12.6. The Contractor is responsible for monitoring the implementation of the FCESS Supplemental Funding Proposal plans, as approved, ensuring fiscal responsibility.

5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative Rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

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5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Total Respite Units
420	0	233	187	117,869

5.1.2. The Contractor will adhere to the Principles of Family Support Practice as identified by Family Support America

- 5.1.2.1. Staff and families work together in relationships based on equality and respect.
- 5.1.2.2. Staff enhances families' capacity to support the growth and development of all family members – adults, youth, and children.
- 5.1.2.3. Families are resources to their own members, to other families, to programs, and to communities.
- 5.1.2.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
- 5.1.2.5. Programs are embedded in their communities and contribute to the community-building process.
- 5.1.2.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 5.1.2.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 5.1.2.8. Programs are flexible and continually responsive to emerging family and community issues.
- 5.1.2.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

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- 5.1.3. The Contractor will collaborate with and promote networking and community building with other systems of family support including, but not limited to Partners in Health, Special Medical Services Care Coordination, and with other community agencies in the region.
- 5.1.4. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence
- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative Rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."
- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and

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quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 403 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 25 individuals with developmental disabilities.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

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9.6. The Contractor agrees to ensure supervision of expenditures from the \$4000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



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Exhibit A-1

11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.

12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.

12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.

12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.

13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

14. Statewide Support:

14.1. The Contractor it will provide statewide assistance and:

14.1.1. Support to the Family Support Conference by providing a staff person to act as the Coordinator of the Conference in concert with the Family Support Conference Committee;

14.1.2. Support to People First, by serving as the Fiscal Agent;



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- 14.1.3. Coordination and support of Statewide Training Initiatives; and
- 14.1.4. Coordination and support of Part C Training Initiatives.
- 14.2. The Contractor shall provide for Department approval a work plan for each of the activities in Section 14.1.1 through 14.1.4 within thirty (30) days of the contract effective date. The Contractor shall include in the work plan the following:
 - 14.2.1. Activities to be completed
 - 14.2.2. Date the activities are to be completed.
 - 14.2.3. Who will complete the activities.
- 14.3. The Contractor shall report quarterly on each work plan in Section 14.2 above and provide a progress report of activities completed, activities to be completed and foreseen barriers and recommended solutions to handle those barriers.

Exhibit A-2 Community Crossroads

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living Services			
	Community Support Services	22	52,959
	Day	149	634,623
	SEP	17	31,183
In Home Support Services			
	In Home Supports	30	360
Residences Which May Also Provide Community Participation Services			
	Day	69	261,816
	Residential	90	26,672
Residential Services			
	Residential	83	27,203
Services to Persons With Acquired Brain Disorders			
	Day	8	26,025
	Residential	14	4,751
	Consolidated Services	1	12
Participant Directed and Managed Services			
	Consolidated Services	70	875



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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
 - 1.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, any change in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$72,851.
4. **Payment for Regional Family-Centered Early Supports and Services (FCESS) Training**
 - 4.1. FCESS training funds shall be equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are up to date on best and evidence-informed practices in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 4 and 4.8.5.
 - 4.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.
 - 4.3. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate FCESS



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Exhibit B

training.

4.4. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$3000.

5. Payment for Room and Board Expenses for individuals who receive Residential Services

5.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:

5.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and

5.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provided in accordance with Exhibit A Scope of Services, Section 2. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and

5.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.

5.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.

5.3. The Contractor shall invoice the Department monthly using a Department approved form.

5.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Finance/Prior Authorization Unit of the Bureau of Developmental Services.

5.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly, the total price for room and board among all ten Agreements is \$4,000,000 for Developmental Disabilities room & board (DD) & \$1,000,000 for Acquired Brain Disorder room and board (ABD) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

6. Payment for Family Centered Early Supports and Services Supplemental Services funding

6.1. The Contractor will seek reimbursement from the Department for Family Centered Early Supports and Services supplemental services based on approved expenses defined in Exhibit A-1, Section 4.12.

6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.

6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.

6.4. This Agreement is one of ten other Agreements with Vendors that will provide Family Centered



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Early Supports and Services supplemental services. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Family Centered Early Supports and Services Supplemental services among all ten Agreements is \$651,000 (\$340,000 from Part C and \$311,000 from Family Support) which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Continuing Education Assistance

- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.
- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly, the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
 - 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
 - 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
 - 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
 - 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of



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- accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
 - 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
 - 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.
 - 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
 - 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
 - 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.
9. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**
- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this



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Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

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

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may 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.
- 11.2. Medicaid funding is separate and apart from the funding sources provided under this contract as stated in Section 2 above in this Exhibit B. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate State approvals according to Federal and State Laws, rules or regulations.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/8/19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
5/3/19

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

JP
3/8/19



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



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 GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

5/8/2019
Date

[Signature] Board President
Name:
Title:

Contractor Initials [Signature]
Date 5/8/19



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 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

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

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

Contractor Name:

5/8/2019
Date

[Signature] BOARD President
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/8/2019
Date

[Signature]
Name: _____
Title: Board President

Contractor Initials [Signature]
Date 5/8/19



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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/8/2019
Date

[Signature]
Name: Board President
Title:

Exhibit G

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

Contractor Initials [Signature]



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

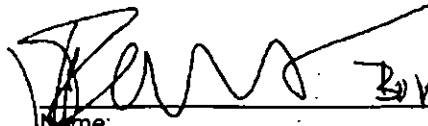
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act); requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name:

5/8/2019
Date


Name: _____ Title: Board President


Contractor Initials 
Date 5/8/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Date 5/9/19



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

5/8/19



Exhibit I

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

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

Department of Health and Human Services
The State

William R. Adcock
Signature of Authorized Representative

Debra D. Schetz
Name of Authorized Representative

Director, Division of LTSS
Title of Authorized Representative

5-15-19
Date

Community Crossroads Inc
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kenneth Ferreira
Name of Authorized Representative

Board President
Title of Authorized Representative

5-8-2019
Date

[Signature]
Contractor Initials
Date 5/8/19



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

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

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

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

Contractor Name:

5/8/2019
Date

[Signature]
Name: Barbara Prasadua
Title:



FORM A

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

1. The DUNS number for your entity is: 184213387
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

L RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. 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.
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, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such 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.).

[Handwritten Signature]

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New Hampshire Department of Health and Human Services

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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 Department's 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 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

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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.
 - 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.

Handwritten initials in black ink, possibly "JR", written over a horizontal line.

Handwritten date "5/6/19" in black ink.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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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

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

[Handwritten Signature]

5/8/19