



Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

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

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April 28, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** contract with American Association on Intellectual and Developmental Disabilities (AAIDD), Silver Spring, MD, in the amount of \$379,592 for Supports Intensity Scale® (SIS®) assessments for individuals receiving services through the Developmental Services System, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval, through December 31, 2022. 50% Federal Funds. 50% General Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023 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.

05-95-93-930010-71000000 HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, DEVELOPMENTAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog. Svc	93037100	\$377,592
2023	102-500731	Contracts for Prog. Svc	93037100	\$2,000
			Total	\$379,592

EXPLANATION

This request is **Sole Source** because the SIS-A® is a standardized assessment tool developed by the Contractor. These SIS scores will be used by the Department in the rate development for the developmental services system. The rate work is a critical component of a multi-pronged approach to update the developmental services system. In an effort to have the assessments completed in a timely manner and to reduce or eliminate any perception of bias in the sample data collection process, the Department determined that having the contractor that owns, trains on, and conducts the SIS assessment made the most sense at this time.

The purpose of this request is to implement one of several recommendations, specific to services to individuals with disabilities and their families as outlined in the Department's Operations Assessment completed in November of 2020. Using data from the SIS-A® standardized assessments will help to inform rates, which is an identified recommendation of the Operations Assessment.

The Contractor will complete a data set of 400 assessments. Data from the assessments is one component of several (including provider service cost information, participant residence type, and other key demographic factors) that will be necessary to complete rate setting and rate build up methodologies for future rate setting activities. The SIS-A® is a standardized assessment tool designed to measure the type and level of supports that a person, aged sixteen years and older who has a developmental disability, needs to be successful in community life. The State of New Hampshire has been using the SIS for individual service planning for nearly fifteen years.

In conjunction with the additional data mentioned above, the data resulting from the SIS-A® can be used to:

- Provide a composite account and summary of the required supports for each individual and for the overall service, measured by type of support, frequency of support and daily support time.
- Predict service needs that aid in planning and the provision of appropriate supports aligned to individuals.
- Determine appropriate services and staffing required to support each individual.
- Measure and compare support needs across and among adult clients who receive intellectual and developmental services.

The Department will monitor services by monitoring the Contractor's adherence to project deliverables based on the timetable included in Exhibit B, Scope of Services of the attached agreement.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

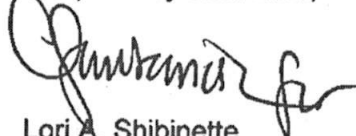
Should the Governor and Council not authorize this request, the Department may not be able to develop rates and a rate methodology for 1915(c) Home and Community Based Services provided by the Department, and may not be able to implement the new rate-setting methodology or build out our updated Developmental Disability (DD) Waivers.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778; FAIN #2105NH5MAP.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doi

Denis Goulet
Commissioner

April 28, 2022

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with American Association on Intellectual and Developmental Disabilities of Silver Spring, MD, as described below and referenced as DoIT No. 2022-106.

The Department of Health and Human Services requests approval to enter into a contract with American Association on Intellectual and Developmental Disabilities for Support Intensity Scale® (SIS®) assessments for individuals receiving services through the Developmental Services System. This request is to implement one of several recommendations, specific to services to individuals with disabilities and their families as outlined in the Department's Operations Assessment completed in November of 2020.

The cost of the contract is not to exceed \$379,592.00 and it shall become effective upon Governor and Council approval through December 31, 2022.

A copy of this letter should accompany the Department of Health and Human Services' submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2022-106
cc: Michael Williams, IT Manager, DoIT

Subject: Sample Supports Intensity Scale (SIS-A) Assessment Services (SS-2022-DLTSS-03-SAMPL-01)

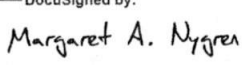
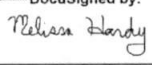
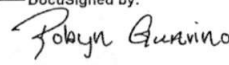
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name American Association on Intellectual and Developmental Disabilities		1.4 Contractor Address 8403 Colesville Road, Suite 900 Silver Spring, MD 20902	
1.5 Contractor Phone Number (202) 387-1968	1.6 Account Number 05-95-93-930010-71000000-102-500731	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$379,592
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 4/28/2022		1.12 Name and Title of Contractor Signatory Margaret A. Nygren CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 4/28/2022		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <small>DocuSigned by:</small>  On: 5/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this agreement, all references to days shall mean business days.
- 1.2. The Contractor shall perform Supports Intensity Scale® (SIS®) assessments using the Contractor's SIS-A® standardized assessment, including supplemental questions as approved by the Department, to measure the pattern and intensity of supports adults with intellectual and developmental disabilities require in order to be successful in community settings.
- 1.3. The Contractor shall ensure assessors have completed the Contractor's Interviewer Reliability and Qualification Review (IRQR) and conduct 400 SIS-A® standardized assessments with individuals approved by the Department, at the rate of no less than two (2) assessments each day per assessor, and as scheduled by the Department four (4) to six (6) weeks in advance, per submitted Assessors' availability.
- 1.4. The Contractor shall ensure the results of each completed assessment are available to the Department on the Contractor's web-based platform, SISOnline, no later than forty-eight (48) hours after completion.
- 1.5. The Contractor shall ensure a Project Coordinator manages and coordinates all contracted activities, including, but not limited to:
 - 1.5.1. Collaborating with the Department on all pre-planning and implementation activities.
 - 1.5.2. Addressing concerns raised by:
 - 1.5.2.1. Respondents to the assessments, and their families;
 - 1.5.2.2. Providers and other Department contractors involved with administration of the SIS-A® standardized assessments; and/or
 - 1.5.2.3. Department personnel.
 - 1.5.3. Tracking the administration of SIS-A® standardized assessments and providing a monthly status report to the Department, including, but not limited to, the number of assessments:
 - 1.5.3.1. Completed;
 - 1.5.3.2. Cancelled;
 - 1.5.3.3. Pending, and
 - 1.5.3.4. Rescheduled to ensure the assessment completion rate meets the projected timeline.

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

- 1.5.4. Overseeing the Contractor's assessors.
- 1.5.5. Assisting as a back-up assessor.
- 1.5.6. Coordinating availability of the Contractor's assessors to meet the needs of the Department and will submit assessors' availability 4 weeks prior to the assessment. To avoid unfilled assessment slots, the Department and its scheduling unit is responsible for scheduling two assessments a day per available assessor.

1.6. The Contractor shall provide services according to Table 1.77-T, below:

Table 1.77-T				
Line #	Description of Deliverable	Contract Effective Date to June 30, 2022	July 5 to September 30, 2022	October 1 to October 31, 2022
1	The Contractor will be trained in the supplemental questions by a vendor approved by the Department.	x		
2	The Contractor shall consult with the Department regarding the Department's scheduling and interviewing protocols and policy and/or procedure development, at a frequency to be determined by the Department	x		
3	The Contractor shall consult with the Department regarding the Department's communication plan and strategies for families, guardians, individuals receiving services, service providers, case management and other interested parties, as identified by the Department.	x		
4	The Contractor shall support the Department's plan for statewide informational sessions either via a virtual or in-person format, with approval from the Department. The Contractor shall collaborate with the Department to develop a plan for the informational sessions to provide information that will assist families, self-advocates, service providers, respondents in	x		

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

	understanding the State's rationale and purpose for the sample SIS assessment project, in addition to a review of the SIS assessment interview process.			
5	The Contractor, in collaboration with the Department, shall conduct no less than two stakeholder informational meetings to assist with understanding the State's rationale and purpose for the sample SIS assessment and project, in addition to a review of the SIS assessment interview process.	X		
6	The Contractor will provide to the Department's designated scheduling unit, its assessors' availability to administer assessments during July through October, 2022 timeframe. Contractor requires that the Department's scheduling unit schedules SIS assessments at least four (4) to six (6) weeks prior to the first assessment.	X	x	
Task 2: SIS-A Administration				
7	The Contractor shall administer SIS-A assessments with supplemental questions, as applicable, with each individual within the project, in accordance with agreed upon interview protocols.		x	x
8	The Contractor shall ensure the Project Coordinator maintains ongoing and active communication and collaboration with the Department, including the Department's scheduling unit, to address any concerns or issues during the pilot administration.	x	x	x
9	The Contractor shall provide the number of assessments completed on a bi-weekly basis.		X	x
10	The Contractor shall administer any outstanding SIS-A assessments.			x
Task 3: SISOnline platform				

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

11	The Contractor shall ensure assessors upload SIS-A assessment data from Venture to SISOnline.		x	x
12	The Contractor shall ensure SIS-A Data is available to the Department and other individuals who are view only users, as designated by the Department.		x	x
Task 4: Reports				
13	The Contractor shall ensure that SIS-A Assessment reports are available for review by the Department.		x	x
14	The Contractor shall ensure the Project Coordinator consults with Department to assist with understanding of SIS-A assessments reports and relevant SIS data.		x	x
15	The Contractor shall ensure the Project Coordinator provides a comprehensive project report no less than every 2 weeks to include number of assessment completed and cancellations by district. The Contractor shall ensure the report includes reasons for any cancellations and any ongoing issues that arise during project.		x	x
Task 5: Post Assessments				
16	The Contractor shall conduct a joint presentation to the Department and other stakeholders as requested by the Department, to review pilot outcome.			X
17	The Contractor shall submit a final report to the Department with final information for project, which includes: Completions. Cancellations. Reasons. Other information needed by the Department.			X

2. Exhibits Incorporated

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

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

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

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

3. Performance Measures

3.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

3.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

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

4.2. Credits and Copyright Ownership

4.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

4.2.3.1. Brochures.

4.2.3.2. Resource directories.

4.2.3.3. Protocols or guidelines.

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT B

- 4.2.3.4. Posters.
- 4.2.3.5. Reports.
- 4.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

- 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 5.1.4. Medical records on each patient/recipient of services.

5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts, and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 50% Federal funds from the Medical Assistance Program, as awarded by the Centers for Medicare and Medicaid Services, CFDA #93.778, FAIN #2205NH5ADM.
 - 1.2. 50% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be made as follows:
 - 3.1. An all-inclusive rate of \$2,000 per month for Project Coordinator services not to exceed \$8,000 for the term of the agreement.
 - 3.2. An all-inclusive rate of \$850 per completed assessment, not to exceed 400 completed assessments.
 - 3.3. An administrative rate of \$16.48 per SIS-A Assessment, not to exceed 400 assessments, for the SIS-A online fee.
 - 3.4. An all-inclusive rate of \$250 per cancelled assessment appointment for each cancelled appointment after the first twenty-five (25) cancelled assessment appointments, where:
 - 3.4.1. The assessment appointment is cancelled less than seventy-two (72) hours prior to the scheduled appointment time; and
 - 3.4.2. The assessment appointment is cancelled due circumstances related to the Department, which may include but are not limited to:
 - 3.4.2.1. Provider issues.
 - 3.4.2.2. Lack of availability of an interpreter.
 - 3.4.2.3. Department availability.
 - 3.4.2.4. Department error.
 - 3.5. The Contractor agrees to waive the cancellation fee described in Subsection 3.4, above, for the first twenty-five (25) cancellations.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests payment for authorized services provided in the prior month. The

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT C

Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.bdsinvoices@dhhs.nh.gov, or invoices may be mailed to:

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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

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

**New Hampshire Department of Health and Human Services
Sample Supports Intensity Scale (SIS-A) Assessment Services**

EXHIBIT C

- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. 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.



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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


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

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

Vendor Name:

4/28/2022

Date

DocuSigned by:

 Name: Margaret A. Nygren
 Title: CEO

Vendor Initials 
 Date 4/28/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

4/28/2022

Date

DocuSigned by:

Margaret A. Nygren

Name: Margaret A. Nygren

Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

MAN

Date 4/28/2022



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

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

PRIMARY COVERED TRANSACTIONS

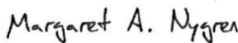
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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


LOWER TIER COVERED TRANSACTIONS

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

4/28/2022
Date

DocuSigned by:

 Name: Margaret A. Nygren
 Title: CEO

DS

 Contractor Initials
 Date 4/28/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS
MAN

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



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

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

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

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

Contractor Name:

4/28/2022

Date

DocuSigned by:

Margaret A. Nygren

Name: Margaret A. Nygren

Title: CEO

Exhibit G

Contractor Initials

DS
MAN

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/28/2022

Date

DocuSigned by:

Margaret A. Nygren

Name: Margaret A. Nygren

Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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- 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 Associate shall not disclose the PHI.



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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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving ^{PHI} MAN



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

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

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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.

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- 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

AAIDD

The State by:

Name of the Contractor

Melissa Hardy

Margaret A. Nygren

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Margaret A. Nygren

Name of Authorized Representative
Director, DLTS

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

4/28/2022

4/28/2022

Date

Date

Contractor Initials MAN

Date 4/28/2022



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Exhibit J

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

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

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

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

4/28/2022

Date

DocuSigned by:

Margaret A. Nygren

Name: Margaret A. Nygren

Title: CEO

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Contractor Initials

4/28/2022
Date



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Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 074817396
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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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 mail,

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Exhibit K

DHHS Information Security Requirements



all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

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DHHS Information Security Requirements



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 shall meet HIPAA compliance for cloud storage shall comply with the contract information technology and security requirements, and with all applicable statutes and regulations regarding privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have

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DHHS Information Security Requirements



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.).

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DHHS Information Security Requirements



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

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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.

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
- 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

04/28/2022

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

American Association on Intellectual and Developmental Disabilities

is duly registered as a Pennsylvania Non-Profit (Non Stock) under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Leigh M. Chapman

Acting Secretary of the Commonwealth

Certification Number: TSC220428111053-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT AMERICAN ASSOCIATION ON INTELLECTUAL AND DEVELOPMENTAL DISABILITIES, INC. A/K/A AMERICAN ASSOCIATION ON INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (F13267703) , QUALIFIED OCTOBER 07, 2009, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF PENNSYLVANIA AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT INTERSTATE, INTRASTATE AND FOREIGN BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 03, 2022.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: GCPAogjyQEaE5D-T5BjVew
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

INSTRUMENT OF DELEGATION

Issued by: The Board of Directors of the American Association on Intellectual and Developmental Disabilities (AAIDD), a tax-exempt, nonprofit corporation located at 8403 Colesville Road, Suite 900, Silver Spring MD 20902

To: Chief Executive Officer, AAIDD

Delegation of Authority:

Under the general direction of the Board, the Chief Executive Officer plans for and administers operations and services in accordance with the Association's stated mission and in such a manner that optimum results are achieved in relation to the resources of the AAIDD.

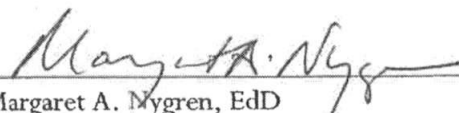
The following powers, duties, and responsibilities are delegated by the Board of Directors of the AAIDD to the Corporation's Chief Executive Officer:

- A. The Board delegates to the Chief Executive the responsibility for interpreting its policies.
- B. The Board delegates to the Chief Executive Officer such authority necessary to efficiently conduct and manage the Corporation's ongoing business operations, finances, programs, and personnel.
- C. Acting with the authority granted above, the Chief Executive Officer may not perform, allow, or cause to be performed, any act which is unlawful, insufficient to meet commonly accepted business and professional ethics for the "prudent person" test, in violation of funding source requirements or regulatory bodies, or contrary to explicit board constraints on executive authority.
- D. The Chief Executive is an officer of the Corporation and is duly authorized to sign any instrument necessary to conduct the legitimate operations and business affairs of the Corporation, without further resolution or decree.
- E. The Board delegates to the Chief Executive Officer the authority to enter into contracts, service agreements, or instruments on behalf of the Corporation related to the programs, purposes, and mission of the AAIDD, without further resolution or decree.

Dated: July 1, 2021



Elisa Velardo, MMHS
President, AAIDD Board of Directors



Margaret A. Nygren, EdD
Executive Director & CEO



April 28, 2022

This letter attests that Margaret A. Nygren is the Chief Executive Officer (CEO) of the American Association on Intellectual and Developmental Disabilities (AAIDD); and

the Instrument of Delegation from its Board of Directors to the CEO dated July 1, 2021 is still in effect; and

Margaret A. Nygren is the CEO and an officer of the Corporation and is duly authorized to sign any instrument necessary to conduct the legitimate operations and business affairs of the Corporation, without further resolution or decree.

A handwritten signature in cursive script that reads "Elisa Velardo". The signature is written in black ink and is positioned above a horizontal line.

Elisa Velardo, MHHS, FAAIDD
President, AAIDD Board of Directors, 2021-2022

Knowledge | Support | Empowerment

American Association on Intellectual and Developmental Disabilities (AAIDD)

Mission Statement

AAIDD's Mission Statement

AAIDD promotes progressive policies, sound research, effective practices, and universal human rights for people with intellectual and developmental disabilities.

AAIDD's Goals

AAIDD's goals are to:

1. Enhance the capacity of professionals who work with individuals with intellectual and developmental disabilities.
2. Promote the development of a society that fully includes individuals with intellectual and developmental disabilities.
3. Sustain an effective, responsive, well managed, and responsibly governed organization.

AAIDD's Principles

AAIDD's principles (or core values) that guide the achievement of its goals relative to its mission are to:

- Cultivate and provide leadership in the field of intellectual and developmental disabilities that encompasses a diversity of disciplines, cultures, and perspectives.
- Enhance the skills, knowledge, rewards, and conditions of people currently working in the field and encourage promising students to pursue careers in the field of intellectual and developmental disabilities.
- Advance the assurance of all human rights of people with intellectual and developmental disabilities, including equality, individual dignity, choice, and respect.
- Promote genuine accommodations to expand participation in all aspects of life for people with intellectual and developmental disabilities, opportunities for choice and self-determination, and access to quality health, education, vocational, and other human services and supports.
- Influence positive attitudes and public awareness to contributions of people with intellectual and developmental disabilities.
- Establish partnerships and strategic alliances with organizations that share our values and goals.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES**

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 AND 2019



CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

**AUDIT, TAX, AND
CONSULTING**

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
American Association on Intellectual and
Developmental Disabilities
Washington, DC

We have audited the accompanying financial statements of American Association on Intellectual and Developmental Disabilities, which comprise the statements of financial position as of December 31, 2020 and 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements

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 audits 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 entity'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.

Board of Directors
American Association on Intellectual and
Developmental Disabilities

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of American Association on Intellectual and Developmental Disabilities as of December 31, 2020 and 2019, and the changes in its net assets and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Arlington, Virginia
April 14, 2021

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2020 AND 2019**

ASSETS	2020	2019
CURRENT ASSETS		
Cash	\$ 1,084,452	\$ 1,308,628
Accounts Receivable	491,170	625,980
Prepaid Expenses	53,406	87,656
Inventory	61,093	71,733
Total Current Assets	1,690,121	2,093,997
INVESTMENTS	8,176,747	7,671,997
PROPERTY AND EQUIPMENT		
Furniture and Equipment	128,031	123,265
Software	79,411	79,411
Leasehold Improvements	318,507	318,507
Accumulated Depreciation and Amortization	(211,569)	(177,821)
Total Property and Equipment, Net	314,380	343,362
DEPOSITS	14,172	14,172
DEFERRED COMPENSATION INVESTMENTS	152,130	133,049
Total Assets	\$ 10,347,550	\$ 10,256,577
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	\$ 235,472	\$ 318,129
Other Liabilities	31,059	14,654
Reinventing Quality Deposit Liability	62,710	96,660
Deferred Subscriptions	212,803	366,573
Deferred Supports Intensity Scale Online	183,269	203,373
Deferred Dues Revenue	101,832	105,216
Total Current Liabilities	827,145	1,104,605
DEFERRED COMPENSATION PAYABLE	152,130	133,049
DEFERRED RENT AND LEASEHOLD ALLOWANCE		
Deferred Rent	199,904	182,075
Leasehold and Move-In Allowance	310,374	344,544
Total Deferred Rent and Leasehold Allowance	510,278	526,619
Total Liabilities	1,489,553	1,764,273
NET ASSETS		
With Donor Restriction	49,609	50,017
Without Donor Restriction	8,808,388	8,442,287
Total Net Assets	8,857,997	8,492,304
Total Liabilities and Net Assets	\$ 10,347,550	\$ 10,256,577

See accompanying Notes to Financial Statements.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTION		
REVENUES, GAINS, AND OTHER SUPPORT		
Product and Service Sales	\$ 1,549,070	\$ 1,588,813
Subscriptions	451,065	489,172
Dues	167,664	187,932
Education and Training Fees	626,872	933,167
Grants, Awards, and Donations	27,461	21,252
Reprints and Royalties	25,701	36,925
Investment Income, Net	667,693	964,266
Miscellaneous	9,133	26,919
Advertising	1,480	1,700
Net Assets Released from Restriction (Region V Restricted Gift)	408	7,012
Total Revenues, Gains, and Other Support without Donor Restriction	<u>3,526,547</u>	<u>4,257,158</u>
EXPENSES		
Program Services:		
Membership	225,057	246,129
Education and Training	681,304	974,929
Product and Service	1,732,144	1,910,346
Total Program Services	<u>2,638,505</u>	<u>3,131,404</u>
Management and General	521,941	555,293
Total Expenses	<u>3,160,446</u>	<u>3,686,697</u>
Change in Net Assets without Donor Restriction	366,101	570,461
CHANGE IN NET ASSETS WITH DONOR RESTRICTION		
Net Assets Released from Restriction (Region V Restricted Gift)	(408)	(7,012)
Change in Net Assets with Donor Restriction	<u>(408)</u>	<u>(7,012)</u>
CHANGE IN NET ASSETS	365,693	563,449
Net Assets - Beginning of Year	<u>8,492,304</u>	<u>7,928,855</u>
NET ASSETS - END OF YEAR	<u>\$ 8,857,997</u>	<u>\$ 8,492,304</u>

See accompanying Notes to Financial Statements.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2020**

	Program Services			Total Program Services	Management and General	Total
	Membership	Education and Training	Product and Service			
Salaries	\$ 130,562	\$ 293,157	\$ 487,860	\$ 911,579	\$ 275,530	\$ 1,187,109
Pension Contributions	6,453	14,544	21,615	42,612	13,672	56,284
Payroll Taxes	9,432	21,080	36,166	66,678	16,027	82,705
Other Employee Benefits	14,319	50,402	76,493	141,214	29,702	170,916
Professional Fees	28,155	212,223	866,518	1,106,896	44,163	1,151,059
Advertising and Promotion	846	-	4,486	5,332	-	5,332
Office Expenses	15,965	10,961	116,538	143,464	43,417	186,881
Information Technology	-	-	-	-	5,502	5,502
Occupancy	14,062	20,540	53,143	87,745	53,103	140,848
Travel	-	39,385	2,618	42,003	9,735	51,738
Meetings	-	2,623	-	2,623	744	3,367
Depreciation	5,072	9,130	25,371	39,573	11,150	50,723
Insurance	191	7,259	32,180	39,630	18,102	57,732
Inventory Adjustments	-	-	9,066	9,066	-	9,066
Taxes and Fees	-	-	90	90	1,094	1,184
Total Functional Expenses	\$ 225,057	\$ 681,304	\$ 1,732,144	\$ 2,638,505	\$ 521,941	\$ 3,160,446

See accompanying Notes to Financial Statements.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2019**

	Program Services			Management and General	Total	
	Membership	Education and Training	Product and Service			Total Program Services
Salaries	\$ 132,470	\$ 344,118	\$ 479,397	\$ 955,985	\$ 282,339	\$ 1,238,324
Pension Contributions	7,026	20,858	30,819	58,703	15,957	74,660
Payroll Taxes	9,360	24,765	34,788	68,913	16,090	85,003
Other Employee Benefits	13,446	43,301	71,302	128,049	31,460	159,509
Professional Fees	35,739	176,757	1,011,877	1,224,373	52,689	1,277,062
Advertising and Promotion	319	1,318	13,971	15,608	266	15,874
Office Expenses	22,621	21,836	138,368	182,825	25,228	208,053
Information Technology	-	-	-	-	6,587	6,587
Occupancy	16,918	24,531	63,444	104,893	64,289	169,182
Travel	2,685	163,317	5,057	171,059	11,918	182,977
Meetings	-	136,163	-	136,163	4,140	140,303
Depreciation	5,309	9,558	26,549	41,416	11,681	53,097
Insurance	236	8,407	27,966	36,609	19,816	56,425
Inventory Adjustments	-	-	6,723	6,723	-	6,723
Taxes and Fees	-	-	85	85	12,833	12,918
Total Functional Expenses	\$ 246,129	\$ 974,929	\$ 1,910,346	\$ 3,131,404	\$ 555,293	\$ 3,686,697

See accompanying Notes to Financial Statements.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 365,693	\$ 563,449
Adjustments to Reconcile Change in Net Assets to Net Cash (Used) Provided by Operating Activities:		
Depreciation	50,723	53,097
Unrealized and Realized Gains on Investments, Net	(607,881)	(858,232)
Change in Assets and Liabilities:		
Accounts Receivables	134,810	54,163
Prepaid Expenses	34,250	(6,441)
Inventory	10,640	24,453
Deposits	-	22,973
Accounts Payables and Accrued Expenses	(82,657)	64,608
Other Liabilities	16,405	916
Reinventing Quality Deposit Liability	(33,950)	-
Deferred Subscriptions	(153,770)	37,141
Deferred Supports Intensity Scale Online	(20,104)	23,271
Deferred Dues Revenue	(3,384)	(15,409)
Deferred Rent	17,829	171,484
Move in Allowance	(34,170)	(34,169)
Net Cash (Used) Provided by Operating Activities	(305,566)	101,304
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	(21,741)	(13,559)
Purchase of Investments	(457,554)	(173,790)
Proceeds from Sale of Investments	560,685	327,666
Net Cash Provided by Investing Activities	81,390	140,317
NET CHANGE IN CASH	(224,176)	241,621
Cash - Beginning of Year	1,308,628	1,067,007
CASH - END OF YEAR	\$ 1,084,452	\$ 1,308,628
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Payments for Interest	\$ 44	\$ 492

See accompanying Notes to Financial Statements.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The organization, American Association on Intellectual and Developmental Disabilities (AAIDD), is an inter-disciplinary professional and scientific organization that promotes progressive policies, sound research, effective practices and universal human rights for people with intellectual and developmental disabilities.

Basis of Accounting

The financial statements of AAIDD have been prepared on the accrual basis of accounting. Accordingly, revenue is recognized as it is earned, and expenses are recorded as incurred.

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 certain reported amounts and disclosures of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Income Taxes

AAIDD is exempt from federal income taxes on income other than unrelated business income under Section 501(c)(3) of the Internal Revenue Code. AAIDD is subject to tax on unrelated business income for label sales, advertising, and transportation benefits. AAIDD has evaluated its tax positions and determined that its positions are more likely than not to be sustained on examination.

AAIDD's tax returns are subject to review and examination by federal and state authorities. AAIDD is not aware of any activities that would jeopardize its tax-exempt status.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits and all highly liquid investments with initial maturities of three months or less. For financial statement purposes, cash and cash equivalents held as a component of the investment portfolio are reported with investments.

Accounts Receivable

Receivables are carried at net realizable value. Accounts are individually analyzed for collectability. Write-off of accounts receivable occurs when all collection efforts have been exhausted or certain forgiveness have been reached. All receivables are deemed collectible by management at December 31, 2020 and 2019.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventory

Inventory consists of publications held for resale and is valued at the lower of cost (first-in, first-out method) or market. Consideration is given to obsolescence, excessive levels, and other factors in evaluating net realizable value. Inventory is written off when items have a cost basis in excess of their expected net realizable value or when items exceed expected sales requirements. There is no recorded allowance for inventory obsolescence at December 31, 2020 and 2019.

Investments

Investments are stated at their fair value based on quoted market prices. Realized gains and losses and unrealized gains and losses on investments, interest, and dividends are recognized in the statements of activities, net of investment expenses.

Fair Value Measurements

AAIDD measures fair value using a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability. Inputs may be observable or unobservable and refer broadly to the assumptions that market participants would use in pricing the asset or liability. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs reflect the reporting entity's own ideas about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The objective of a fair value measurement is to determine the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). Accordingly, the fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). AAIDD may use valuation techniques consistent with the market, income and cost approaches to measure fair value.

Financial assets and liabilities recorded at fair value are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Financial assets and liabilities whose values are based on unadjusted quoted prices for identical assets or liabilities in an active market that AAIDD has the ability to access.

Level 2 – Financial assets and liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include among others, quoted prices for similar assets or liabilities in active market or nonactive market.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements (Continued)

Level 3 – Financial assets and liabilities whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the asset or liability.

Property and Equipment

Acquisitions of property and equipment in excess of \$900 are recorded at cost and depreciated using the straight-line method over the useful lives of assets, which range from 3 to 10 years. Leasehold improvements are amortized using the straight-line method over the estimated life of the assets or the term of the lease, whichever is less.

Net Assets

Net assets are classified as with and without donor restriction based on the existence or absence of donor-imposed restrictions. In order to account for limitations placed on the use of resources available, their accounts are maintained in accordance with the principles of fund accounting. A description of each net asset group is as follows:

Without Donor Restriction – Represents unrestricted resources available for the support of general and designated operations and are not subject to donor-imposed stipulations.

With Donor Restriction – Represents net assets with purpose and time restriction specified by the donor.

Revenue Recognition

Supports Intensity Scale (SIS) Contracts with Customers

SIS sales contracts consist of multiple distinct performance obligations. Revenue recognition from SIS contracts with customers detailed by each of the performance obligations is as follows:

	<u>2020</u>	<u>2019</u>
SIS Revenue Recognized Over Time:		
Online	\$ 992,686	\$ 999,167
Maintenance	131,270	140,389
Total SIS Revenue Recognized Over Time	<u>1,123,956</u>	<u>1,139,556</u>
SIS Revenue Recognized at a Point-In-Time:		
Integration	158,581	192,548
Training	578,534	717,637
Forms and Interviews	108,012	22,515
Total SIS Revenue Recognized at a Point-In-Time	<u>845,127</u>	<u>932,700</u>
Total SIS Revenue	<u>\$ 1,969,083</u>	<u>\$ 2,072,256</u>

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Supports Intensity Scale (SIS) Contracts with Customers (Continued)

Any payments received in advanced of services being delivered related to SIS online and maintenance are deferred. Payment for training, integration, and forms/interviews are typically received in the same year as revenue recognition. The input method for SIS services is used to determine revenue recognition.

Other Contracts with Customers

Publication revenue is recognized upon shipment to the customer. Payment is typically received in the same year as revenue recognition.

Subscription revenue includes fees for providing access to the organization's on-line database and semi-monthly journals. The organization recognizes revenue from these services on a ratable basis over the contract term, which is based on a calendar year. Payments received in advance are deferred and amortized into revenue ratably over the subscription period.

Dues are on a calendar year basis and include multiple distinct performance obligations. These include the e-journals, other exclusive member e-content, and other general membership benefits. Delivery of the member benefits occurs approximately evenly over the dues period. Payments received in advance are deferred and amortized into revenue ratably over the dues period.

Educational meetings consist of registrations and related income. Revenue is recognized when the conferences and workshops are held. Reprints and royalties are recognized as earned at a point in time when reprints and royalty products are purchased. Advertising revenue is recognized when ads are placed in publications. Payment is typically received in the same year as revenue recognition.

Revenue recognition from other contracts with customers detailed by each of the performance obligations is as follows:

	2020	2019
Revenue Recognition at a Point-In-Time:		
Publications	\$ 158,521	\$ 234,194
Educational Meetings	48,338	215,530
Dues	167,664	187,932
Total	374,523	637,656
Revenue Recognition Over Time:		
Subscriptions	451,065	489,172
Total Other Contract Revenue	\$ 825,588	\$ 1,126,828

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions

Contributions, including grants, awards, and donations, are recorded as with or without restrictions depending on the existence and/or nature of any donor restrictions. Contributions are recognized as without donor restriction if the restrictions are satisfied in the same period as revenue is recognized.

Functional Allocation of Expenses

AAIDD allocates salaries, benefits, and certain other expenses to the various program and supporting services based upon estimates of the resources used in each area.

Subsequent Events

In preparing these financial statements, AAIDD has evaluated events and transactions for potential recognition or disclosure through April 14, 2021, the date the financial statements were available to be issued.

NOTE 2 FINANCIAL RISKS

At times during the year, AAIDD had funds invested with local financial institutions in excess of the Federal Deposit Insurance Corporation (FDIC) limits. Management believes the risk of loss in these situations to be minimal.

NOTE 3 INVESTMENTS

AAIDD prohibits investments in companies which support products or services that are causes of intellectual and developmental disabilities, such as tobacco or alcohol products, or in companies known to discriminate against persons with disabilities in employment, insurance, housing, transportation, etc. Investment vehicles must have rates of return and risk levels comparable to those which invest in the full range of companies.

To accomplish this objective, investments in U.S. domestic equities, other than REITs, will be restricted to the iShares FTSE KLD 400 Social Index Fund. Fixed income investments will be restricted to mutual funds and/or exchange-traded funds that restrict their investments to direct obligations of the U.S. Government and U.S. Government agencies, and mortgage-backed securities.

Investments are recorded at fair value and consisted of the following as of December 31:

	2020	2019
Mutual Funds - Equities	\$ 3,384,530	\$ 3,357,639
Mutual Funds - Fixed Income	4,232,467	3,864,005
Cash and Cash Equivalents	559,750	450,353
Total	<u>\$ 8,176,747</u>	<u>\$ 7,671,997</u>

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 3 INVESTMENTS (CONTINUED)

Investment income consisted of the following for the years ended December 31:

	2020	2019
Interest and Dividends	\$ 106,212	\$ 150,607
Unrealized Gains	571,852	761,332
Realized Gains	36,029	96,900
Total	714,093	1,008,839
Less: Investment Fees	46,400	44,573
Net Investment Income	<u>\$ 667,693</u>	<u>\$ 964,266</u>

NOTE 4 FAIR VALUE HIERARCHY

The following table presents AAIDD's fair value hierarchy for those assets measured at fair value on a recurring basis as of December 31, 2020 and 2019:

	2020			Total
	Level 1	Level 2	Level 3	
Investments:				
Mutual Funds - Equities	\$ 3,384,530	\$ -	\$ -	\$ 3,384,530
Mutual Funds - Fixed	4,232,467	-	-	4,232,467
Total Investments at fair value	7,616,997	-	-	7,616,997
Cash and Cash Equivalents at Cost				559,750
Total Investments				<u>8,176,747</u>
Deferred Compensation:				
Target Date Mutual Fund	75,694	-	-	75,694
Fixed Income Annuity	76,436	-	-	76,436
Total Deferred Compensation Investments	152,130	-	-	152,130
Total	<u>\$ 7,769,127</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,328,877</u>

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
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NOTES TO FINANCIAL STATEMENTS
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NOTE 4 FAIR VALUE HIERARCHY (CONTINUED)

	2019			Total
	Level 1	Level 2	Level 3	
Investments:				
Mutual Funds - Equities	\$ 3,357,639	\$ -	\$ -	\$ 3,357,639
Mutual Funds - Fixed	3,864,005	-	-	3,864,005
Total Investments at fair value	7,221,644	-	-	7,221,644
Cash and Cash Equivalents at Cost				450,353
Total Investments				7,671,997
Deferred Compensation:				
Target Date Mutual Fund	63,813	-	-	63,813
Fixed Income Annuity	69,236	-	-	69,236
Total Deferred Compensation Investments	133,049	-	-	133,049
Total	<u>\$ 7,354,693</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,805,046</u>

NOTE 5 PENSION PLAN**Defined Contribution Pension Plan**

AAIDD has a defined contribution pension plan available to all eligible employees. The plan provides for contributions by AAIDD at 5% and 7.5% of a participant's annually salary for the years ended December 31, 2020 and 2019, respectively. AAIDD recorded pension expense of \$55,284 and \$74,660 for the years ended December 31, 2020 and 2019, respectively.

Deferred Compensation Plan

AAIDD established deferred compensation plans (the Deferred Compensation Plans) in accordance with 457(b) and 457(f) of the Internal Revenue Code for the executive director. The Deferred Compensation Plans permit the participant to defer a portion of her compensation, to be paid out in future years. AAIDD made contributions totaling \$16,119 and \$4,808 during years ended December 31, 2020 and 2019, respectively.

Deferred compensation and investments designated for such deferrals are only available to the participant, or their beneficiaries, upon termination of employment, retirement, or death. Until paid or made available to the participant or beneficiary, all deferred amounts, investment earnings related to deferred amounts, and all property and rights purchased with these amounts, are solely the property and rights of AAIDD. The Deferred Compensation Plans' investments consist of a fixed income annuity and a target date fund and are recorded at fair value and are reflected as both an asset and a liability of AAIDD.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 6 COMMITMENTS AND CONTINGENCIES

Hotel Commitments

AAIDD has entered into agreements with hotels to reserve room and facility space for future meetings scheduled to be held through 2022. In the event of cancellation, AAIDD is required to pay various costs of the hotel rooms as stipulated in the contract. At December 31, 2020, the maximum commitment for potential related damages is approximately \$80,600.

Leases

AAIDD is obligated under noncancellable operating leases for office and storage space with expiration dates through February 2030. The leases specify scheduled rent increases over the lease term. The effect of the scheduled rent increases is recognized by AAIDD on a straight-line basis over the life of the lease. The unrecognized portion of the increase is reflected as deferred rent (a liability) on the accompanying statements of financial position. AAIDD's Silver Spring, MD lease includes a tenant credit for moving costs and leasehold improvements. The credit has been deferred and is being amortized over the lease term.

Total rent payments for operating leases, including operating expenses and real estate taxes, totaled \$140,848 and \$169,182 for the years ended December 31, 2020 and 2019, respectively.

<u>Year Ending December 31,</u>	<u>Amount</u>
2021	\$ 175,878
2022	180,733
2023	185,706
2024	190,839
2025	196,042
Thereafter	858,347
Total	<u>\$ 1,787,545</u>

COVID-19

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. AAIDD is closely monitoring its investment portfolio and its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on AAIDD's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on AAIDD's stakeholders, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact AAIDD's financial position and changes in net assets and cash flows is uncertain and the accompanying financial statements include no adjustments relating to the effects of this pandemic.

**AMERICAN ASSOCIATION ON INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019**

NOTE 7 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

AAIDD maintains its liquid financial resources in cash and marketable securities. AAIDD goal is to have no more than 20% of the current operating budget in the operating reserve fund account through investments which can be liquidated in 24 hours to meet operating cash flow needs. All other investment reserves are maintained to achieve financial stability and fund programs not supported by other funding sources but can be accessed as needed to cover unanticipated needs and fund general expenditures.

As of December 31, 2020 and 2019, AAIDD has \$9,752,369 and \$9,606,605, respectively, of financial assets available within one year of the statement of financial position date. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position date.

American Association on Intellectual and Developmental Disabilities (AAIDD)

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Northern Arizona University, Center for Health Equity Research, Flagstaff, AZ

EXECUTIVE DIRECTOR (ex officio)

Margaret A. Nygren, EdD, FAAIDD
American Association on Intellectual and Developmental Disabilities, Silver Spring, MD

BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors in the order listed on Form Page 2.
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

NAME Mathew, Ajith V.		POSITION TITLE Senior Contracts Manager	
eRA COMMONS USER NAME (credential, e.g., agency login)			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
St. Xaviers' College, University of Kerala, India	NA	3	Commerce/Cost Accounting
Hotel & Tourism School, Switzerland	Diploma in Hotel Management	3	Hotel Management

A. Positions and Honors

1989 - 1993	Restaurant Manager, Kim Lung, Fribourg, Switzerland
1993 - 1995	Accounts Assistant, Synthite Industrial Chemicals Private Limited, Kerala, India
1995 - 2001	Manager, Bombay Peacock Grill, Columbia, MD
2001 - 2003	Banquet Supervisor, Radisson Plaza, Baltimore
2003 - 2008	Night Auditor, Holiday Inn Express, Baltimore
2008 - 2010	Managerial Accounting Coordinator, AAIDD
2010 - 2021	Contracts Manager, AAIDD
2022 - present	Senior Contracts Manager, AAIDD

BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors in the order listed on Form Page 2.
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

NAME Ravita Maharaj		POSITION TITLE Director, Supports Intensity Scale® Program American Association on Intellectual and Developmental Disabilities	
eRA COMMONS USER NAME			
EDUCATION/TRAINING			
INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(s)	FIELD OF STUDY
University of Manitoba, Winnipeg, Manitoba	BA	1984	Geography
Howard University, Washington, DC	BSW	1991	Social Work
Howard University, Washington, DC	MSW	1992	Social Work
Catholic University of America, Washington, DC	PhD	2009	Social Work

A. Postions and Honors**Administrative Positions**

1993-1996 Program Director/Senior Social Worker, KOBA Associates, Washington, DC
 1996-2003 Program Director, Lt. Joseph P. Kennedy Institute, Washington, DC
 2003-2007 Division Director, Lt. Joseph P. Kennedy Institute, Washington, DC
 2010-Present Director, Supports Intensity Scale Program, American Association on Intellectual and Developmental Disabilities, Washington, DC

Professional Positions

1984-1989 High School Teacher, Trinidad
 1991-1992 Graduate Assistant, Howard University, School of Social Work, Washington, DC
 2007-2010 Research and Evaluation Coordinator, Community Connections, Inc., Washington, DC

Honors and Awards

2003 Lt. Joseph P. Kennedy Institute Leadership Award

Other Professional Activities

2005-2006 Board Member, National Association of Social Workers, DC Metro Chapter
 2011 Grant Reviewer/Panel Moderator, US Department of Education, National Institute on Disability and Rehabilitation Research (NIDRR): Field Initiated Projects and Research Projects

B. Publications

- Maharaj, R. & Nygren, M.A. (2022). From face-to-face to virtual instruction: Developing competencies to administer a standardized assessment during COVID-19. *Professional Development: The International Journal of Continuing Social Work Education*, 25 (2), 50-57. <http://www.profdevjournal.org/articles/252050.pdf>
- Farber, M. L. Z. & Maharaj, R. (2005). Empowering high-risk families of children with disabilities. *Research on Social Work Practice*, 15 (6), 501-515.
- Wolf, E., Dahl, J., Maharaj, R., Manwar, A., et al. (2012). Provider perspectives on refining sevicees for homeless people with histories of co-occurring disorders and criminal justice involvement. *Offender Programs Report*.

C. Selected Technical Reports

- Maharaj, R. (2010). Organizational influences on the fidelity of implementation of an evidence-based practice in community-based mental health organizations. *Ohio State University Libraries, Knowledge Bank (Doctoral Symposium)*.
- Maharaj, R. (2010). Organizational culture, absorptive capacity, and the change process: Influences on the fidelity of Integrated Dual Disorder Treatment in community-based mental health organizations (*Dissertation*).

D. Research and Project Support

1. Strengthening Families Program (SFP): Substance Abuse Mental Health Services Administration (SAMHSA) grant; Lt. Joseph P. Kennedy Institute, Role: PD
2. Homeless Outreach Prevention Evaluation (HOPE) demonstration project: Social Security Administration (SSA); Lt. Joseph P. Kennedy Institute, Role: PD
3. ISIS Project: SAMHSA/Center for Mental Health Services (CMHS); Community Connections Inc., Role: Research/Evaluation Coordinator
4. Creating Communities, SAMHSA/CMHS; Community Connections Inc., Role: Research/Evaluation Coordinator
5. OPTIONS, SAMHSA/CMHS; Community Connections Inc., Role: Research/Evaluation Coordinator

E. Other Professional Credentials

Licensed Independent Clinical Social Worker, District of Columbia

F. Professional Memberships

American Association on Intellectual and Developmental Disabilities
National Association of Social Workers, DC Metro Chapter
Society for Social Work Research

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: American Association on Intellectual and Developmental Disabilities (AAID)

Name of Program: Rate Methodology for 1915(c) Home and Community Based Services

BUDGET PERIOD:		SFY XXX		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ravita Maharaj, PhD	Director, SIS Program	\$0	0.00%	\$0.00
TBD	Project Coordinator	\$0	0.00%	\$0.00
Ajith Mathew	Senior Contracts Manager	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD:		SFY XXX		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ravita Maharaj, PhD	Director, SIS Program	\$0	0.00%	\$0.00
TBD	Project Coordinator	\$0	0.00%	\$0.00
Ajith Mathew	Senior Contracts Manager	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00