



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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June 4, 2019

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 Public Health Services, to exercise a renewal option and amend an existing **sole source** agreement with Southern New Hampshire HIV/AIDS Task Force, (Vendor # 156984 B001), 77 Northeastern Boulevard, Nashua, NH, 03062 to continue providing Medical Case Management, Support Services and Insurance Benefit Management Services to New Hampshire residents living with HIV/AIDS by increasing the price limitation by \$246,750 from \$1,799,997 to \$2,046,747 and by extending the completion date from June 30, 2019 to October 31, 2019, effective upon Governor and Executive Council approval. 100% Other Funds, Pharmaceutical Rebates.

This agreement was originally approved by the Governor and Executive Council on June 15, 2016 (Item #11A).

Funds are available in the following account for State Fiscal Year 2020 with authority to adjust amounts within the price limitation through the Budget Office, if needed and justified.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES.

SFY	Class Account /	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	90024602	\$1,799,997	246,750	2,046,747
			Total	\$1,799,997	\$246,750	\$2,046,747

EXPLANATION

This request is **sole source** because the Contractor is the only vendor in New Hampshire who provides medical case management through a network of agencies that serve individuals who have Human Immunodeficiency Virus (HIV) and who are enrolled in the NH Ryan White CARE program.

The purpose of this request is to continue providing medical case management, support services, and insurance benefit management services to individuals with HIV in New Hampshire.

Approximately 350 individuals will be served from July 1, 2019 through October 31, 2019.

The original agreement, included language in Exhibit C-1 that allows the Department to renew the contract for up to three (3) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for 4 months of the 3 years at this time.

The contract ensures that NH residents living with HIV have access to Case Management and Support Services, which includes enrollment in the NH Ryan White CARE Program. The contract also includes provision of insurance benefits management services.

The Southern New Hampshire HIV/AIDS Task Force has met or exceeded its performance measures, and health outcome measures, such as HIV Viral Suppression, have improved.

Amending this contract is essential in order to continue access to services for 350 existing clients and provide services to new clients. HIV Case Managers will also begin to engage in clinical quality improvement projects in an effort to further improve long term health outcomes of clients.

This amendment will benefit the Department and residents of the State of New Hampshire by limiting the spread of new infection and improving health outcomes for individuals living with HIV.

Currently 630 clients are served under this contract.

The Southern New Hampshire HIV/AIDS Task Force's effectiveness in delivering services will continue to be measured through monitoring of the following performance measures the effectiveness of the amendment agreement:

- 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
- 100% of citations for assessment and service planning will have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.
- 100% of medical case management agencies will have developed a quality statement for integration into a quality management plan.

- 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
- 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 90% of medical copays and deductibles will have a check issued within fifteen (15) business days of receipt of documentation for payment.

Should the Governor and Executive Council not authorize this request, NH Ryan White CARE Program participants will lack support to enroll and remain active in the NH Ryan White CARE Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, and mental health and substance use disorder services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Area served: Statewide

Source of Funds: 100 % Pharmaceutical Rebates.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance Benefit Management for
Clients with Human Immunodeficiency Virus

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Medical Case Management, Support Services,
and Insurance Benefit Management for Clients with Human Immunodeficiency Virus

This 1st Amendment to the Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire HIV/AIDS Task Force, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 77 Northeastern Boulevard, Nashua, NH, 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2016, (Item #11A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:
77 Northeast Boulevard,
Nashua, NH 03062
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
October 31, 2019
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,046,747.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
6. Delete Exhibit A Scope of Services in its entirety and replace with Exhibit A, Amendment #1 Scope of Services.
7. Add Exhibit B-4 (SFY 2020) Budget Form.
8. Add Exhibit K DHHS Information Security Requirements.



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Clients with Human Immunodeficiency Virus

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

[Signature]
Name: Lisa Morris
Title: Director

Southern New Hampshire HIV/AIDS Task Force

5/22/19
Date

[Signature]
Name: Peter Kelleher
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 5/22/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

William C Martin Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020



New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance Benefit Management for
Clients with Human Immunodeficiency Virus

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

OFFICE OF THE ATTORNEY GENERAL

6/3/2019
Date

[Signature]
Name: Nancy J. Squire
Title: Sr. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A-1, Amendment #1

SCOPE OF SERVICES

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to the Department's Standards of Care for New Hampshire HIV/AIDS Services, and as amended by the Department.

2. Definitions

- 2.1. AIDS - Acquired Immune Deficiency Syndrome. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.2. CAREWare - software for managing and monitoring HIV clinical and supportive care.
- 2.3. HIV - Human Immunodeficiency Virus. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.4. Licensed Clinician: A Licensed Clinician is defined as a registered nurse, nurse practitioner, Physician, licensed clinical social worker, licensed mental health counselor, licensed psychologist, or other licensed medical professional.
- 2.5. Medical Case Management (MCM): The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines MCM as a "range of client-centered services that link clients with health care, psychosocial, and other services."
- 2.6. Quarter or quarterly are the periods of January through March, April through June, July through September and October through December.
- 2.7. State Fiscal Year is the period of July through June.

3. Project Description

- 3.1. The Contractor agrees to provide Medical Case Management as a core medical service that increases access to and retention in medical care for individuals with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) in accordance to the United States Department of Health and Humans Services, Health Resources and Service Administration (HRSA), The Ryan White Treatment Extension Act of 2009.



4. Scope of Work

- 4.1. The Contractor shall provide the following services/responsibilities:
- 4.1.1. Enroll individuals in to the NH Ryan White CARE Program (from herein refer to as NH CARE Program) as follows:
 - 4.1.1.1. Receive completed NH Care Services Program applications from clients that include the following but not limited to:
 - a. Documented medical diagnosis of Human Immunodeficiency Virus (HIV);
 - b. Documented New Hampshire state address and residency within the state;
 - c. Document monthly income equal to or less than 500% of the Federal Poverty Level (FPL) according to the United States Department of Health and Human Services;
 - d. Document the date that a NH Medicaid application was completed annually by the client (for clients at or below 200% FPL), as applicable;
 - e. Completed Patient Medical Information (PMI) form issued by the NH CARE Program;
 - f. Documented type of insurance the client may have;
 - g. Documentation of screening clients for eligibility of Medicaid, Medicare, third-party insurance, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs, and other funding sources as appropriate; and
 - h. Documentation of assisting clients with completing and submitting an application for those benefits listed in Section g above or other benefits.
 - 4.1.1.2. Assist clients with completing the NH CARE Service Program application in Section 4.1.1.1 as needed.
 - 4.1.1.3. Submit the completed NH CARE Service Program applications in Section 4.1.1.1 to the Department who will determine eligibility for services.
 - 4.1.1.4. Receive from the Department, via CAREWare, approval of the client's application and eligibility for HIV Case Management Services under this contract.
 - 4.2. The Contractor agrees not to enroll clients who are incarcerated in one of the State of New Hampshire's operated correctional institutions.



Exhibit A-1, Amendment #1

- 4.3. The Contractor agrees not to provide services under this Contract for clients who become incarcerated in one of the State of New Hampshire's operated correctional institutions after their application and eligibility is approved by the Department.
- 4.4. The Contractor shall notify the Department when the action in Section 4.3 occurs.
- 4.5. The Contractor shall ensure clients approved for MCM services remain active in the NH CARE Program, as follows:
 - 4.5.1. Submit renewal applications no more than thirty (30) days prior to a clients' enrollment end date to the Department's NH CARE Program office to ensure the client is re-enrolled in the MCM program every six months;
 - 4.5.2. Submit the required information in Section 4.1.1.1. to the Department to re-enroll a client into the program as required in Section 4.5.1.;
 - 4.5.3. Agrees, that if clients experience an interruption in MCM enrollment, the Department will not pay for services provided under this contract during the Period of interruption, until the client is re-enrolled into the MCM program; and
 - 4.5.4. Assist clients with completing and submitting an application to Medicaid, Medicare, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs.
- 4.6. The Contractor will provide NH CARE Program clients with a comprehensive range of MCM services that adhere to the Standards of Care, which include, at a minimum:
 - 4.6.1. Assess the client using the NH assessment form from the Department or a reasonable facsimile;
 - 4.6.2. Complete an initial assessment of the client's needs and personal support systems, that include at a minimum:
 - 4.6.2.1. Medical provider information;
 - 4.6.2.2. HIV history and HIV medication status;
 - 4.6.2.3. Insurance status;
 - 4.6.2.4. Employment and financial status;
 - 4.6.2.5. Housing status;
 - 4.6.2.6. Nutritional status;
 - 4.6.2.7. Transportation status;
 - 4.6.2.8. Mental health status;
 - 4.6.2.9. Substance use history;
 - 4.6.2.10. Personal support systems and relationships;



Exhibit A-1, Amendment #1

- 4.6.2.11. The Individuals understanding of current HIV status and need for medical care;
- 4.6.2.12. Individual's knowledge of safer sex and safer needle use;
- 4.6.2.13. Barriers and challenges to coordination of care; and
- 4.6.2.14. Overall level of acuity;
- 4.6.3. Maintain the completed assessment in Section 4.5.2 in the clients file;
- 4.6.4. Develop individual client centered service plan using the NH individual service plan form provided by the Department or a reasonable facsimile;
- 4.6.5. Develop an individual client centered service plan based on the needs identified in the assessment, that at a minimum includes:
 - 4.6.5.1. Goals identified by the client that at a minimum include:
 - a. The need and provision of HIV support services such as those in Section 4.8.;
 - b. Client monitoring to assess the efficacy of the plan such as, but not limited to the provision of support necessary to assure the individual's adherence to medical treatment plans including medical visits as evidenced by documented communication with medical providers; and
 - c. Assurance that the service plan reflects clinical consultation with a licensed clinician at least twice a year.
 - 4.6.5.2. Action steps to achieve the goals; and
 - 4.6.5.3. A specific date by which the client hopes to achieve the goals;
- 4.6.6. Maintain the completed client centered service plan in Section 4.5.5 in the clients file;
- 4.6.7. Complete periodic re-evaluation and adaptation of the client's service plan as necessary over the client's enrollment period such as but not limited to:
 - 4.6.7.1. Conduct a re-assessment of the participant's service plan every six months to make revisions to reflect the individual's needs, documented and filed in the client chart; and
 - 4.6.7.2. Provide consultation to case managers from a licensed clinician at least twice a year and as needed.
- 4.7. The Contractor shall have a transition and discharge plan for clients leaving the NH CARE program that at a minimum includes the requirements in the Standards of Care for New Hampshire HIV/AIDS Services in section 1.3.



Exhibit A-1, Amendment #1

- 4.8. The Contractor shall provide HIV Support Services as follows:
- 4.8.1. Provide or Coordinate the provision of the Support Services such as Food and Nutrition, Medical transportation, and Housing services as in Section 4.8.3, when the need for support services is documented in the client's service plan;
 - 4.8.2. Document that all other client funding sources such as but not limited to those listed in Section 4.1.1.1 g, have been exhausted or that support services are not an available benefit, prior to billing the Department under this contract for the Support Services in Section 4.8.3.
 - 4.8.3. Provide support services in accordance to the Standards of Care for HIV/AIDS Services, referenced in section 1.3 and as follows:
 - 4.8.3.1. Food and Nutrition
 - a. The Contractor shall provide, supplemental food and medical nutrition therapy services to reduce hunger and maintain overall positive health status. The Contractor may provide such as but not limited to: supermarket debit cards, or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products; and
 - b. The Contractor agrees that Food vouchers may only be used for the purchase of food and personal hygiene products and may not be used for the purchase of alcohol or cigarettes. The Contractor agrees that emergency food should be purchased by the contractor or agrees to refer clients' community food banks.
 - 4.8.3.2. Medical Transportation
 - a. The Contractor shall arrange for transportation for clients to ensure access to medical care and other HIV related health services and appointments. The Contractor may offer transportation in the forms of taxi vouchers, using their own van, volunteer rides, and/or bus tokens.
 - 4.8.3.3. Housing
 - a. The Contractor shall prevent homelessness by assisting a client in finding short-term housing assistance to support emergency, temporary or transitional housing. The Contractor may also assist the client in providing financial assistance such as for utility assistance or paying for the client's rent to remain in the client's home.



Exhibit A-1, Amendment #1

4.9. Insurance Benefit Management (Bill Paying Services)

4.9.1. The contractor will provide the following insurance benefit management (IBM) services that will process payments on behalf of the clients for insurance premiums, medical care co-pays and deductibles as follows:

4.9.3.1. Continue implementation of IBM services, in accordance with the standards of care.

4.9.3.2. Agrees to continue implementation of the following services and processes:

- a. Develop and maintain relationships with health insurance carriers to facilitate continuity of coverage on behalf of NH CARE Program clients;
- b. Collect invoices and other documentation from clients, insurance companies, and healthcare providers for all payments made on behalf of NH CARE Program clients;
- c. Submit invoices at least monthly for Department approval for insurance premiums, co-pays, and deductibles;
- d. Receive notification of the Department's approval of items listed in Section 4.1.6.13.;
- e. Develop and facilitate a process for making payments to health insurance carriers and healthcare providers;
- f. Process insurance premium payments on behalf of eligible NH CARE Program clients, including but not limited to: private insurance, Medicare Supplementary, Medicare Part D plans, and COBRA plans;
- g. Collect and adjudicate insurance copayments and deductible claims for outpatient visits, lab tests, and procedures; and
- h. Process payments for copays and deductibles on behalf of eligible NH CARE Program clients to medical providers (excluding Emergency room, inpatient and urgent care visits), as outlined in the Department's Standards of Care for New Hampshire HIV/AIDS Services, Section 1.3.

4.10. Contractor agrees to provide, maintain and train staff to continue implementation and, maintain operation of the IBM.

5. Deliverable

5.1. The Contractor agrees to provide MCM, Support Services, and Insurance Benefit Management services for up to 700 NH CARE Program clients statewide per State Fiscal Year.



6. Staffing

- 6.1. The Contractor will ensure that all MCM services are delivered by a qualified case manager who meets at least one of the following criteria:
 - 6.1.1. A licensed clinician;
 - 6.1.2. A person under the direct supervision of a licensed clinician; and
 - 6.1.3. A person who works with a licensed clinician who is part of the clinical care team.
- 6.2. The Contractor will ensure that all qualified case managers hold at minimum a bachelor's degree, or having extensive experience in a human services related field such as social work, psychology, nursing, counseling, or health education, as well as experience in the field of HIV.

7. Compliance and Reporting Requirements

- 7.1. The contractor shall:
 - 7.1.1. Comply with the rules, regulations and policies as outlined by HRSA, NH DHHS, Division of Public Health Services (DPHS), and Bureau of Infectious Disease Control (BIDC) including but not limited to the NH Standards of Care for MCM and the BIDC Security and Confidentiality Policy.
 - 7.1.2. Demonstrate that all other funding sources are fully exhausted before Ryan White funds are utilized. Funded contractors are responsible for screening clients for eligibility of Medicaid, Medicare, third-party insurance, and other funding sources as appropriate.
 - 7.1.3. Participate in no less than one unannounced or announced site visit per year by the Department that will include at a minimum:
 - 7.1.3.1. Review of financial records;
 - 7.1.3.2. Review of programmatic documentation;
 - 7.1.3.3. Review of Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur;
 - 7.1.3.4. The release of all records for inspection by the Department, upon request, including but not limited to:
 - a. Data;
 - b. Financial records;
 - c. Scheduled access to Contractor work sites/locations/work spaces and associated facilities;

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Exhibit A-1, Amendment #1



- d. Unannounced access to Contractor work sites/locations/work spaces and associated facilities;
 - e. Scheduled phone access to Contractor principals and staff; and
 - f. Timely unscheduled phone response by Contractor principals and staff.
- 7.1.4. Comply with all applicable responsibilities outlined in the HRSA, HIV/AIDS Bureau (HAB) National Monitoring Standards, as instructed by Department.
- 7.1.5. Utilize the Department's the CAREWare software application, for the documentation of eligibility, initial and re-assessments, individual service plans and provision of support services.
- 7.1.6. Work with the Department as necessary to obtain and access the software to interface and to connect with the CAREWare software.
- 7.1.7. Ensure the proper security when using the CAREWare software and accessing electronic records, as defined by the Department's DPHS, BIDS's Security and Confidentiality Policy.
- 7.2. The Contractor shall comply with the following Reporting Requirements (Reports/Records/Documentation):
 - 7.2.1. Maintain a client signed Consent for Release of Information Form by using the Department's form or a reasonable facsimile, on file to permit the Department to review records at site visits and share information with service providers, pharmacies, the NH CARE Program and other payers.
 - 7.2.2. Maintain an electronic client file in CAREWare (paper chart may exist in addition to CAREWare) for every enrolled NH CARE Program client.
 - 7.2.3. Ensure that both the electronic and paper client files include at a minimum:
 - 7.2.3.1. The initial Assessment Form and the semi-annual Reassessment Form;
 - 7.2.3.2. The individual service plan;
 - 7.2.3.3. Confidentiality policy;
 - 7.2.3.4. Grievance policy;
 - 7.2.3.5. Release of information form;
 - 7.2.3.6. Date, type and duration of each encounter;
 - 7.2.3.7. HIV status documentation;
 - 7.2.3.8. Income verification;



- 7.2.3.9. Insurance verification;
- 7.2.3.10. Referrals made and referral outcomes; and
- 7.2.3.11. For incarcerated individuals, documentation of discharge planning.
- 7.2.4. Submit a quarterly narrative report that reflects funded program services, 30 days after the close of each quarter. The report shall address:
 - 7.2.4.1. The unduplicated number of clients including demographic characteristics (race, ethnicity, gender), transmission category, and state of HIV-related illness;
 - 7.2.4.2. Progress made and efforts undertaken to meet goals and objectives in the Agreement;
 - 7.2.4.3. Progress made toward performance measures;
 - 7.2.4.4. Any problems, challenges or obstacles; and
 - 7.2.4.5. Any actions taken or plans to resolve such problems, obstacles or challenges in meeting the projected or targeted goal or the contract.
- 7.2.5. Submit a year-end report 45 days after the end of the contract year in a format similar to the quarterly reports.

8. Performance Measures

- 8.1. The Contractor agrees to the following performance measures
 - 8.1.1. Performance Measure #1
 - 8.1.1.1. **Goal:** To ensure adherence to Standards of Care for NH HIV/AIDS Services
 - 8.1.2. **Target:** 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
 - 8.1.3. **Numerator:** Number of charts reviewed at site visits that produced zero citations for assessment and service planning.
 - 8.1.3.1. **Denominator:** Number of charts reviewed at site visits.
 - 8.1.4. **Data Source:** Site Visit Reports.
 - 8.1.5. Performance Measure #2
 - 8.1.5.1. **Goal:** To ensure citations for assessment and service planning are addressed in a timely manner.



Exhibit A-1, Amendment #1

- 8.1.5.2. **Target:** 100% of citations for assessment and service planning will have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.
- 8.1.5.3. **Numerator:** Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.
- 8.1.5.4. **Denominator:** Number of citations for assessment and service planning.
- 8.1.5.5. **Data Source:** Site Visit Report and Corrective Action Plan.
- 8.1.6. Performance Measure #3
 - 8.1.6.1. **Goal:** To integrate clinical quality management into NH HIV/AIDS Services.
 - 8.1.6.2. **Target:** 100% of medical case management agencies will have developed a quality statement for integration into a quality management plan.
 - 8.1.6.3. **Numerator:** Number of quality statements.
 - 8.1.6.4. **Denominator:** Number of medical case management agencies.
 - 8.1.6.5. **Data Source:** Quality management plan submission and approval dates.
- 8.1.7. Insurance Benefit Management Timeliness Standards -Performance Measure #1
 - 8.1.7.1. **Goal:** To ensure the timeliness of the initial (binding) premium payments.
 - 8.1.7.2. **Target:** 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
 - 8.1.7.3. **Numerator:** Number of initial (binding) premium payments made within five (5) business days of receipt of payment invoice.
 - 8.1.7.4. **Denominator:** Total number of initial (binding) premium payment invoices received.
 - 8.1.7.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.
- 8.1.8. Insurance Benefit Management Timeliness Standards – Performance Measure #2



Exhibit A-1, Amendment #1

- 8.1.8.1. **Goal:** To ensure timelines of ongoing monthly premium checks.
- 8.1.8.2. **Target:** 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 8.1.8.3. **Numerator:** Number of ongoing premium payments made by the twenty-fifth (25th) day of receipt of month prior to the due date.
- 8.1.8.4. **Denominator:** Total number of ongoing premium payment invoices received before the twenty-fifth (25th) day of the month prior to the due date.
- 8.1.8.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.
- 8.1.9. Insurance Benefit Management Timeliness Standards – Performance Measure #3
 - 8.1.9.1. **Goal:** To ensure timeliness of medical copay and deductible payments.
 - 8.1.9.2. **Target:** 90% of medical copays and deductibles will have a check issued within 15 business days of receipt of documentation for payment.
 - 8.1.9.3. **Numerator:** Number of medical copays and deductibles with a check issued within 15 business days of receipt of documentation for payment.
 - 8.1.9.4. **Denominator:** Total number of medical copays and deductibles received.
 - 8.1.9.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.

**Exhibit B-4 (SFY 2020)
Budget Form**

New Hampshire Department of Health and Human Services				
Southern New Hampshire HIV/AIDS				
Bidder/Contractor Name: <u>Task Force</u>				
Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human				
Budget Request for: <u>Immunodeficiency Virus</u>				
<i>(Name of Program)</i>				
Budget Period: <u>July 1, 2019 through October 31, 2020</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 36,077	\$ 3,608	\$ 39,684	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 9,105	\$ 910	\$ 10,015	
3. Consultants	\$ 4,488	\$ 449	\$ 4,937	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 3,494	\$ 349	\$ 3,843	
Purchase/Depreciation	\$ 680	\$ 68	\$ 748	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 1,870	\$ 187	\$ 2,057	
6. Travel	\$ 2,040	\$ 204	\$ 2,244	
7. Occupancy	\$ 9,180	\$ 918	\$ 10,098	
8. Current Expenses			\$ -	
Telephone	\$ 1,700	\$ 170	\$ 1,870	
Postage	\$ 1,020	\$ 102	\$ 1,122	
Subscriptions			\$ -	
Audit and Legal	\$ 1,224	\$ 122	\$ 1,346	
Insurance	\$ 1,020	\$ 102	\$ 1,122	
Board Expenses	\$ 34	\$ 3	\$ 37	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 680	\$ 68	\$ 748	
12. Subcontracts	\$ 144,431	\$ 14,443	\$ 158,874	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 5,100	\$ 510	\$ 5,610	
Medical Transportation	\$ 1,360	\$ 136	\$ 1,496	
Linguistic Services	\$ 136	\$ 14	\$ 150	
Housing	\$ 680	\$ 68	\$ 748	
		\$ -	\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 224,318	\$ 22,432	\$ 246,750	

Indirect As A Percent of Direct

10.0%

Exhibit B-4 -
Budget (SFY
2020)
Budget Form

Contractor Initials:

PDH

Date:

5/22/19

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

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DHHS Information Security Requirements



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

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

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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 must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - 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.

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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

[Handwritten Signature]

5/22/19

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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5/22/19

State of New Hampshire

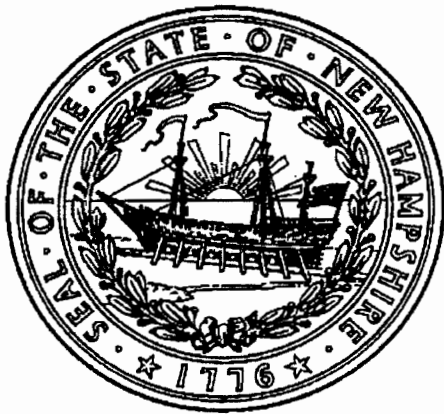
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 12, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **154858**

Certificate Number: **0004516976**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Apenovich, Treasurer, do hereby certify that:
(Name of the Elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern NH HIV/AIDS Task Force
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 5/22/19:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 22nd day of May, 2019.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Apenovich
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of May, 2019.

By David Apenovich
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

WILLIAM C. MARTIN

Commission Expires: Justice of the Peace - New Hampshire
~~My Commission Expires November 4, 2020~~



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2018

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst	
	PHONE (A/C, No, Ext): 603-882-2766	FAX (A/C, No):
	E-MAIL ADDRESS: kgutekunst@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance	
	INSURER B: Philadelphia Insurance Companies	
	INSURER C: Eastern Alliance Insurance Group	
	INSURER D: Selective Insurance Group	
	INSURER E:	
	INSURER F:	

INSURED
Harbor Homes, Inc
77 Northeastern Boulevard
Nashua NH 03062

HARHO

COVERAGES**CERTIFICATE NUMBER:** 1724279025**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S2288207	7/1/2018	7/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			306871	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			306873	7/1/2018	7/1/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	010000111752	11/26/2018	11/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B D	Professional Liability Management Liability Crime			L1VA966006 PHSD1258460 S2288207	7/1/2018 7/1/2018 7/1/2018	7/1/2019 7/1/2019 7/1/2019	Professional "Gap" \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

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

Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

DHHS, State of NH
129 Pleasant Street
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859
Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

The Southern N.H.
HIV/AIDS Task Force
12 Amherst Street
Nashua, N.H. 03064



(603) 595-8464
(800) 942-7437
Fax: (603) 595-1480
www.aidstaskforcenh.org

Mission Statement

The mission of the Southern New Hampshire HIV/AIDS Task Force is to increase the quality and availability of knowledge, services and resources in all matters relating to HIV infection and AIDS to the people in the Southern New Hampshire region, regardless of race, religion, ethnicity, disability, gender, age, or sexual orientation.

Peter Kelleher President and CEO
Board of Directors

Edward B. Hall Jr. (Ted) Chair **Thomas I. Arnold** Vice-Chair **David Aponovich** Treasurer **Joel Jaffe** Secretary
Sr. Lorraine Arsenault, p.m. Robert Fischer Alphonse Haetenschwiller Betty Hall Nicole Harrington Fr. Richard Kelly Robert Kelliher
Michael Kirby Naomi Moody Patrice O'Donnell Pamela O'Neil Trent Smith Paul Thibodeau Lynne Weilhrauch Betty J. Winberg

SOUTHERN NH HIV/AIDS TASK FORCE

Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southern NH HIV/AIDS Task Force

Report on the Financial Statements

We have audited the accompanying financial statements of Southern NH HIV/AIDS Task Force, (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southern NH HIV/AIDS Task Force as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Melanson Heath

November 7, 2018

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Financial Position

June 30, 2018

ASSETS

Current Assets:

Cash and cash equivalents	\$ 95,156
Accounts receivable	152,267
Due from related organization	80,153
Other current assets	<u>750</u>
Total Current Assets	328,326

Property and equipment, net	<u>6,536</u>
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Total Assets	<u><u>\$ 334,862</u></u>
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LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 76,983
Accrued payroll and related expenses	<u>27,289</u>
Total Current Liabilities	104,272

Unrestricted Net Assets	<u>230,590</u>
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Total Liabilities and Net Assets	<u><u>\$ 334,862</u></u>
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The accompanying notes are an integral part of these financial statements.

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Activities

For the Year Ended June 30, 2018

Support and Revenue:	
State and local grants	\$ 1,547,241
Federal grants	589,171
Contributions	33,884
Program service fees	36,186
Income from special events, net	9,758
Interest income	162
Other	<u>1,656</u>
Total Support and Revenue	2,218,058
Expenses:	
Program	2,050,379
General and administrative	149,252
Fundraising	<u>7,669</u>
Total Expenses	<u>2,207,300</u>
Change in net assets	10,758
Unrestricted Net Assets, Beginning of Year	<u>219,832</u>
Unrestricted Net Assets, End of Year	<u>\$ 230,590</u>

The accompanying notes are an integral part of these financial statements.

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Functional Expenses

For the Year Ended June 30, 2018

	<u>Program</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Accounting fees	\$ -	\$ 7,712	\$ -	\$ 7,712
Advertising and marketing	632	15	-	647
Client counseling and support services	21,373	-	-	21,373
Client insurance assistance	923,931	-	-	923,931
Client rental assistance	75,298	-	-	75,298
Conferences	-	112	-	112
Depreciation	-	503	-	503
Employee benefits	61,674	28,289	630	90,593
Food and nutrition services	12,802	-	-	12,802
Grants and donations to other organizations	494,590	10,975	-	505,565
Information technology	6,095	428	-	6,523
Insurance	3,973	191	19	4,183
Miscellaneous	622	41	-	663
Occupancy	36,875	36,177	-	73,052
Office expenses	18,890	175	-	19,065
Payroll taxes	26,659	6,740	514	33,913
Professional fees	13,706	554	-	14,260
Salaries and wages	340,639	55,718	6,506	402,863
Travel	<u>12,620</u>	<u>1,622</u>	<u>-</u>	<u>14,242</u>
Total Functional Expenses	<u>\$ 2,050,379</u>	<u>\$ 149,252</u>	<u>\$ 7,669</u>	<u>\$ 2,207,300</u>

The accompanying notes are an integral part of these financial statements.

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Cash Flows

For the Year Ended June 30, 2018

Cash Flows From Operating Activities:	
Change in net assets	\$ 10,758
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	503
Decrease (Increase) In:	
Accounts receivable	74,579
(Decrease) Increase In:	
Accounts payable	(4,085)
Accrued payroll and related expenses	<u>3,611</u>
Net Cash Provided by Operating Activities	85,366
Cash Flows From Financing Activities:	
Receipts from related organization	183,345
Payments to related organization	<u>(251,802)</u>
Net Cash Used By Financing Activities	<u>(68,457)</u>
Net Increase	16,909
Cash and Cash Equivalents, Beginning of Year	<u>78,247</u>
Cash and Cash Equivalents, End of Year	<u>\$ 95,156</u>

The accompanying notes are an integral part of these financial statements.

SOUTHERN NH HIV/AIDS TASK FORCE

Notes to the Financial Statements

1. Organization:

The Southern NH HIV/AIDS Task Force (the Task Force) was founded in 1991 to provide educational case management, mental health and alternative therapy assistance, housing assistance, food and nutritional guidance, substance abuse counseling, and other related support services to people in the Southern New Hampshire region infected with the HIV/AIDS virus.

2. Summary of Significant Accounting Policies:

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Property and Equipment and Depreciation

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$2,500 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Building improvements	5 years
Furniture and fixtures	5 - 7 years
Equipment	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Net Assets

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

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions that are restricted by donors are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

The Task Force has only unrestricted net assets.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Task Force periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Task Force's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Task Force benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Task Force's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Task Force's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Task Force.

Functional Allocation of Expenses

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

Income Taxes

Southern NH HIV/AIDS Task Force has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Task Force is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Task Force is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2018, the Task Force was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly actual results may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that 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 are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Task Force measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Task Force is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Task Force's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- recurring measurement of due from related organization – Level 3.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued payroll and related expenses approximate fair value due to the short-term nature of the items.

3. Due from Related Organization:

"Due from related organization" represents the net amount due from the Harbor Homes organizations, which are related entities (see Note 9).

As discussed in Note 2, the valuation technique used for valuing due from related organization is a Level 3 measure because there are no observable market transactions. Changes in fair value on a recurring basis using significant unobservable inputs are as follows:

Balance at June 30, 2017	\$	11,696
Receipts		251,802
Payments		<u>(183,345)</u>
Balance at June 30, 2018	\$	<u>80,153</u>

4. Property, Equipment, and Depreciation:

A summary of the major components of property and equipment is presented below:

Building improvements	\$ 7,542
Furniture and fixtures	11,229
Equipment	<u>46,104</u>
Subtotal	64,875
Less: accumulated depreciation	<u>(58,339)</u>
Total	<u>\$ 6,536</u>

Depreciation expense for the year ended June 30, 2018 totaled \$503.

5. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2018, and as a result, no net assets were released from restriction.

6. Operating Leases:

During fiscal year 2018, the Task Force leased its office facilities from Harbor Homes, Inc., a related entity (see Note 9). Monthly rents required under this lease, expiring December 31, 2018, were \$5,376.

The Task Force leased additional office facilities under an agreement that expired on June 30, 2018. Rent expense under this agreement totaled \$7,200 for the year ended June 30, 2018.

7. Deferred Compensation Plan:

The Organization maintains a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Additional discretionary matching contributions are also permitted. Total matching contributions paid by the Organization for the year ended June 30, 2018 were \$23,058.

8. Concentration of Risk:

The Task Force receives approximately 88% of its revenue from the State of New Hampshire, 21% under the Ryan White grant, and 12% under the HOPWA grant.

9. Related Entities:

As a commonly controlled organization by way of its common board of directors and management, the Task Force is included in the consolidated financial statements of Harbor Homes, Inc. The Task Force also has a contract to receive general maintenance and landscaping services, when needed, performed by clients and staff from Harbor Homes, Inc.

10. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2018 through November 7, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Task Force's financial statements through this date.

CURRENT BOARD OF DIRECTORS LIST (12/1/18)

Officers

Dan Sallet, Chair
Trent Smith, Vice-Chair
David Aponovich, Treasurer
Jared Freilich, Asst. Treasurer
Joel Jaffe, Secretary
Laurie Goguen, Asst. Secretary

Directors

Thomas I. Arnold, III
Jack Balcom
Vijay Bhatt
Vince Chamberlain
Laurie DesRochers
Phil Duhaime
Lynn King
Ed McDonough
Rick Plante

PETER J. KELLEHER, CCSW, LICSW

45 High Street
Nashua, NH 03060
Telephone: (603) 882-3616
Fax: (603) 595-7414
E-mail: p.kelleher@harborhomes.org

PROFESSIONAL EXPERIENCE

- 2006-Present** President & CEO, Southern-NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** Consultant
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

WENDY LEBLANC

HIGHLIGHTS OF QUALIFICATIONS

- Over twenty years of experience providing intensive Case Management services to an ethnically diverse population of HIV+ individuals.
- Over twenty-five years of management experience including staff training and development.
- Competent and reliable professional with a proven record of success in assuming increasing levels of responsibility.
- Outstanding communication and organizational skills.
- Skilled in use of Microsoft Word, Access, Excel, PowerPoint and Publisher.

RELEVANT SKILLS AND EXPERIENCE

ADMINISTRATION/MANAGEMENT

- Successful management of several client service programs at AIDS Service Organization. Budgeting, tracking, reporting and implementing services to consistently exceed goals for number of clients served while expending budgets efficiently.
- Director of Client Services 2004-2006, Vice President 2006-present

KNOWLEDGE OF HIV/AIDS

- Member of Client Services team, providing quality Case Management and other support services to HIV+ individuals.
- Support Group Facilitator for HIV+ individuals and their caregivers.
- Member of NH HIV Planning Group (liaison for Medical Case Managers)
- Certified HIV Test Counselor.

PROGRAM DEVELOPMENT

- Developed and Implemented Respite Care Program, including volunteer/provider training, volunteer handbook and all tracking procedures and database. Successfully coordinated in-home services for HIV+ individuals, regularly exceeding goals for number of clients served.
- Restructured HOPWA (Housing Opportunities for Persons With AIDS) Program (\$547,000 budget) to comply with HUD guidelines. Expanded areas of supportive services to include more support for basic needs, increasing the number of clients served in this capacity by over 50%.
- Lead grant writer and implementer of new HOPWA program providing ongoing subsidies for 31 individuals and families living with HIV/AIDS with a three year budget of \$1.4 million.
- Secured funding for and implemented expansion of Food Pantry services to include culturally appropriate foods for all agency clients.
- Successfully applied for and was awarded NH Statewide HIV contract from NH DPHS
- Expanded services to include a satellite office in Keene, NH,
- Assumed responsibility for the HIV Insurance Benefit Management program on behalf of the State of NH Ryan White CARE Program.
- Implemented Syringe Services Alliance of the Nashua Area as a collaborative, community harm reduction program.

COMMUNITY RELATIONS

- Member of Greater Nashua Continuum of Care on Homelessness. (Vice Chair 2006-2008, Chair 2008-2013, Clerk 2013-2017, Advisory Board member 2017-present)
- Member of NH HIV Planning Group (Advisory committee member 2013-present)
- Member of Boston EMA Ryan White Part A Planning Council (2009-2014, 2016-present)
- Member of Nashua's Public Health Advisory Council Executive Committee (2018-present)

WRITING/EDITING

- Successful grant writing for Client Service programs
- Quarterly and annual progress reporting for Client Service programs.

ACHIEVEMENTS

- 2006 Recipient of AIDS Housing Corporation's Medoff AIDS Housing Award
- Recognized by Springfield College's School of Human Resources in Manchester, NH for outstanding contributions as a leader in continuum care.
- 2014 Nashua Telegraph's 25 Most Extraordinary Woman

EMPLOYMENT HISTORY

1999-present	Client Services/Office Manager (presently Vice President)	Southern NH HIV/AIDS Task Force Nashua, NH
1998-1999	Customer Service	Winco Identification, Nashua, NH
1990-1998	Studio Manager/District Trainer	Lifetouch Portrait Studios, Nashua, NH
1987-1990	Store Manager	Popeye's Fried Chicken, Nashua, NH

PROFESSIONAL DEVELOPMENT IN AREAS SUCH AS:

- | | |
|---------------------------|-------------------------------------------------------|
| • Management Skills | • HIV/AIDS Care, including HIV Counseling and Testing |
| • Customer Service | • Cultural Competency |
| • Psychiatric Emergencies | • Anger Management and Difficult Behaviors |
| • End of Life Issues | • Harm Reduction |
| • Compassion Fatigue | |
| • Grant Writing | |

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	\$12,488	0%	\$0
Wendy LeBlanc	Vice President	\$80,300	5%	\$4,015



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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May 18, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** Agreement with Southern New Hampshire HIV/AIDS Task Force, (Vendor #156984 B001), 45 High Street, Nashua, NH, 03060, to provide medical case management, support services, and medical insurance benefit program to individuals with Human Immunodeficiency Virus, in an amount not to exceed \$1,799,997, effective July 1, 2016 upon Governor and Executive Council approval through June 30, 2019. 100% Other Funds: Pharmaceutical Rebates.

Funds are available in the following account for State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget
2017	102-500731	Contracts for Prog Svc	90024602	\$599,999
2018	102-500731	Contracts for Prog Svc	90024602	\$599,999
2019	102-500731	Contracts for Prog Svc	90024602	\$599,999
			Total	\$1,799,997

EXPLANATION

This Requested Action is **sole source** because the Contractor is the only Vendor in New Hampshire who provides medical case management through a network of subcontractors to serve individuals who have Human Immunodeficiency Virus and who are enrolled in the Ryan White Program. The original competitive procurement for these services occurred in 2012 for medical case management and support services. This Vendor was the only Vendor who submitted a proposal to provide these services. Additionally, up to 650 Ryan White Program clients have established relationships with the medical case managers and disruption in access to services would create openings for individuals to fall out of medical care. The Ryan White Program is a federally-funded program administered by the United States Department of Health and Human Services, Health

Resources and Services Administration. The purpose of the Ryan White Program is to ensure that low income individuals living with Human Immunodeficiency Virus have access to affordable health care and medical treatments.

Approval of this Agreement will allow the Contractor to continue to provide medical case management, support services, and additionally, the provision of insurance benefit management. Medical case management services include a comprehensive assessment of client needs; the development of an individual client centered service plan; and documented communication with medical providers to assure that clients remain engaged in medical care. Support services include the provision of supplementary food/nutrition services, medical transportation, housing services and linguistic services. The provision of medical case management and support services links individuals who are uninsured, underinsured or low-income to essential health services and prevents or reduces the disruption of retention in medical care.

Additionally, approval of this Agreement will allow the Contractor to provide a new service, Insurance Benefit Management services. Insurance Benefit Management services include the payment of insurance premiums as well as co-pays and deductibles for outpatient services. Those payments are currently managed by Ryan White Program staff in the Department's Division of Public Health Services. The transition of Insurance Benefit Management activities to the Contractor will allow Insurance Benefit Management services to continue to expand to serve more clients in New Hampshire. Also this transition will allow the Division of Public Health Services staff who manages the Insurance Benefit Management services to redirect their responsibilities to contract monitoring for the Ryan White contracts for services such as dental, medical, mental health and substance abuse counseling that were approved by Governor & Council in 2014 and 2015.

The services provided by this Contractor are not duplicated elsewhere in the State and will benefit the general New Hampshire population by limiting the spread of new infection and improving health outcomes for persons living with Human Immunodeficiency Virus.

As referenced in the Exhibit C-1 of the Agreement, the Agreement includes the option to renew for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this Request, program participants will lack support to enroll and remain active in the Ryan White Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, and mental health and substance abuse services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

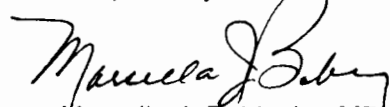
The Department has contracted with this Vendor for the past four years and has met or exceeded the performance measures outlined in the current contract as defined below, except for the Insurance Benefit Management. The last performance measure is new to this contract. These measures, which are monitored through reporting requirements and site visits, will continue to be used to measure the effectiveness of the agreement.

- 85% of clients, who re-enroll in the Ryan White Program over a one-year period, do so without an enrollment lapse.
- 90% of clients have a comprehensive care plan developed, documented and/or updated two or more times over the course of a year.
- 85% of clients' service plans are reviewed by a licensed clinician at least twice a year.
- Ensure timely payments of premiums, copay, and deductibles to insurance and medical providers under the insurance Benefit Management.

Area served: Statewide

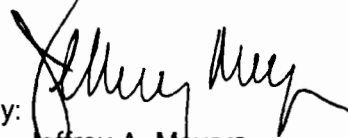
Source of Funds: 100% Other Funds, Pharmaceutical Rebates

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner


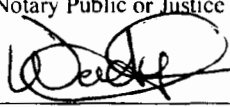
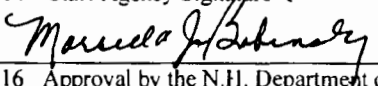
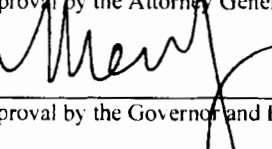
Subject: Medical Case Management, Support Services, and Insurance Benefit Management for Clients with HumanImmunodeficiency Virus (SS-2017-DPHS-06-MEDIC-01)

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 Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire HIV/AIDS Task Force		1.4 Contractor Address 45 High Street Nashua, NH, 03060	
1.5 Contractor Phone Number 603-595-8464	1.6 Account Number 05-95-90-902510-2229-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,799,997
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President + CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/17/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		WENDY LeBLANC, Notary Public My Commission Expires February 28, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Wendy LeBlanc, Notary			
1.14 State Agency Signature  Date: <u>5/18/16</u>		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/3/16</u> Megan A. Yule, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

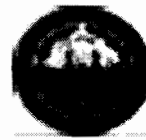
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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



SCOPE OF SERVICES

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to the Department's Standards of Care for New Hampshire HIV/AIDS Services, and as amended by the Department.

2. Definitions

- 2.1. AIDS - Acquired Immune Deficiency Syndrome. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.2. CAREWare - software for managing and monitoring HIV clinical and supportive care.
- 2.3. HIV - Human Immunodeficiency Virus. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.4. Licensed Clinician: A Licensed Clinician is defined as a registered nurse, nurse practitioner, Physician, licensed clinical social worker, licensed mental health counselor, licensed psychologist, or other licensed medical professional.
- 2.5. Medical Case Management (MCM): The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines MCM as a "range of client-centered services that link clients with health care, psychosocial, and other services."
- 2.6. Quarter or quarterly are the periods of January through March, April through June, July through September and October through December.
- 2.7. State Fiscal Year is the period of July through June.

3. Project Description

- 3.1. The Contractor agrees to provide Medical Case Management as a core medical service that increases access to and retention in medical care for individuals with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) in accordance to the United States Department of Health and Human Services, Health Resources and Service Administration (HRSA), The Ryan White Treatment Extension Act of 2009.



Exhibit A

4. Scope of Work

- 4.1. The Contractor shall provide the following services/responsibilities:
- 4.1.1. Enroll individuals in to the NH Ryan White Care Program (from herein refer to as NH CARE Program) as follows:
 - 4.1.1.1. Receive completed NH Care Services Program applications from clients that include the following but not limited to:
 - a. Documented medical diagnosis of Human Immunodeficiency Virus (HIV);
 - b. Documented New Hampshire state address and residency within the state;
 - c. Document monthly income equal to or less than 400% of the Federal Poverty Level (FPL) according to the United States Department of Health and Human Services;
 - d. Document the date that a NH Medicaid application was completed annually by the client;
 - e. Completed Patient Medical Information (PMI) form issued by the NH CARE Program.
 - f. Documented type of insurance the client may have.
 - g. Documentation of screening clients for eligibility of Medicaid, Medicare, third-party insurance, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs, and other funding sources as appropriate
 - h. Documentation of assisting clients with completing and submitting an application for those benefits listed in Section g above or other benefits.
 - 4.1.1.2. Assist clients with completing the NH Care Service Program application in Section 4.1.1.1 as needed
 - 4.1.1.3. Submit the completed NH Care Service Program applications in Section 4.1.1.1 to the Department who will determine eligibility for services.
 - 4.1.1.4. Receive from the Department, via CAREWare, approval of the client's application and eligibility for HIV Case Management Services under this contract
 - 4.2. The Contractor agrees not to enroll clients who are incarcerated in one of the State of New Hampshire's operated correctional institutions.
 - 4.3. The Contractor agrees not to provide services under this Contract for clients who become incarcerated in one of the State of New Hampshire's operated



Exhibit A

correctional institutions after their application and eligibility is approved by the Department

- 4.4. The Contractor shall notify the Department when the action in Section 4.3 occurs.
- 4.5. The Contractor shall ensure clients approved for MCM services remain active in the NH CARE Program, as follows:
 - 4.5.1. Submit renewal applications at least one month prior to a clients' enrollment end date to the Department's NH CARE Program office to ensure the client is re-enrolled in the MCM program every six months
 - 4.5.2. Submit the required information in Section 4.1.1.1. to the Department to re-enroll a client into the program as required in Section 4.5.1.
 - 4.5.3. Agrees, that if clients experience an interruption in MCM enrollment, the Department will not pay for services provided under this contract during the Period of interruption, until the client is re-enrolled into the MCM program.
 - 4.5.4. Assist clients with completing and submitting an application to Medicaid, Medicare, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs.
- 4.6. The Contractor will provide NH CARE Program clients with a comprehensive range of MCM services to include, at a minimum:
 - 4.6.1. Assess the client using the NH assessment form from the Department or a reasonable facsimile.
 - 4.6.2. Complete an initial assessment of the client's needs and personal support systems, that include at a minimum:
 - 4.6.2.1. Medical provider information
 - 4.6.2.2. HIV history and HIV medication status
 - 4.6.2.3. Insurance status
 - 4.6.2.4. Employment and financial status
 - 4.6.2.5. Housing status
 - 4.6.2.6. Nutritional status
 - 4.6.2.7. Transportation status
 - 4.6.2.8. Mental health status
 - 4.6.2.9. Substance abuse history
 - 4.6.2.10. Personal support systems and relationships
 - 4.6.2.11. The Individuals understanding of current HIV status and need for medical care.
 - 4.6.2.12. Individual's knowledge of safer sex and safer needle use.

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Exhibit A

- 4.6.2.13. Barriers and challenges to coordination of care.
- 4.6.3. Maintain the completed assessment in Section 4.5.2 in the clients file
- 4.6.4. Develop individual client centered service plan using the NH individual service plan form provided by the Department or a reasonable facsimile,
- 4.6.5. Develop an individual client centered service plan based on the needs identified in the assessment, that at a minimum includes:
 - 4.6.5.1. Two or three goals identified by the client that at a minimum include:
 - a. The need and provision of HIV support services such as those in Section 4.7.
 - b. Client monitoring to assess the efficacy of the plan such as, but not limited to the provision of support necessary to assure the individual's adherence to medical treatment plans including medical visits as evidenced by documented communication with medical providers;
 - c. Assurance that the service plan reflects clinical consultation with a licensed clinician at least twice a year.
 - 4.6.5.2. Action steps to achieve the goals, and
 - 4.6.5.3. A specific date by which the client hopes to achieve the goals.
- 4.6.6. Maintain the completed client centered service plan in Section 4.5.5 in the clients file
- 4.6.7. Complete periodic re-evaluation and adaptation of the client's service plan as necessary over the client's enrollment period such as but not limited to:
 - 4.6.7.1. Conduct a re-assessment of the participant's service plan every six months to make revisions to reflect the individual's needs, documented and filed in the client chart.
 - 4.6.7.2. Provide consultation with a licensed clinician at least twice a year and more often as needed.
- 4.7. The Contractor shall have a transition and discharge plan for clients leaving the NH CARE program that at a minimum includes the requirements in the Standards of Care for New Hampshire HIV/AIDS Services in section 1.3.
- 4.8. The Contractor shall provide HIV Support Services as follows:



Exhibit A

- 4.8.1. Provide or Coordinate the provision of the Support Services such as Food and Nutrition, Medical transportation, and Housing services as in Section 4.8.3, when the need for support services is documented in the client's service plan.
- 4.8.2. Document that all other client funding sources such as but not limited to those listed in Section 4.1.1.1 g, have been exhausted or that support services are not an available benefit, prior to billing the Department under this contract for the Support Services in Section 4.8.3 .
- 4.8.3. Provide support services in accordance to the Standards of Care for HIV/AIDS Services, referenced in section 1.3 and as follows:
 - 4.8.3.1. Food and Nutrition
 - a. The Contractor shall provide, supplemental food and medical nutrition therapy services to reduce hunger and maintain overall positive health status. The Contractor may provide such as but not limited to: supermarket debit cards, or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products.
 - b. The Contractor agrees that Food vouchers may only be used for the purchase of food and personal hygiene products and may not be used for the purchase of alcohol or cigarettes. The Contractor agrees to collect receipts from the clients to confirm that purchases made. The Contractor agrees that emergency food should be purchased by the contractor or agrees to refer clients' community food banks.
 - 4.8.3.2. Medical Transportation
 - a. The Contractor shall arrange for transportation for clients to ensure access to medical care and other HIV related health services and appointments. The Contractor may offer transportation in the forms of taxi vouchers, using their own van, volunteer rides, and/or bus tokens.
 - 4.8.3.3. Housing
 - a. The Contractor shall prevent homelessness by assisting a client in finding short-term housing assistance to support emergency, temporary or transitional housing. The Contractor may also assist the client in providing financial



Exhibit A

assistance such as for utility assistance or paying for the client's rent to remain in the client's home.

4.9. Insurance Benefit Management (Bill Paying Services)

4.9.1. The contractor will provide the following insurance benefit management (IBM) services that will process payments on behalf of the clients for insurance premiums, medical care co-pays and deductibles as follows:

- 4.9.3.1. Submit a plan for Department approval within 30 days from the contract effective date for the development, implementation, transition and operation of the Insurance Benefit Management system.
- 4.9.3.2. Ensure to include the Department in the developing the plan in Section 4.1.6.6
- 4.9.3.3. Agrees to have a completed plan in place within 90 days from the contract effective date.
- 4.9.3.4. Agrees to include in the plan at a minimum a thorough process to:
 - a. Develop and maintain relationships with health insurance carriers to facilitate continuity of coverage on behalf of NH CARE Program clients;
 - b. Collect invoices and other documentation from clients, insurance companies, and healthcare providers for all payments made on behalf of NH CARE Program clients;
 - c. Submit invoices at least monthly for Department approval for insurance premiums, co-pays, and deductibles
 - d. Receive notification of the Departments approval of items listed in Section 4.1.6.13.
 - e. Develop and facilitate a process for making payments to health insurance carriers and healthcare providers;
 - f. Process insurance premium payments on behalf of eligible NH CARE Program clients, including but not limited to: private insurance, Medicare Supplementary, Medicare Part D plans, and COBRA plans.
 - g. Collect and adjudicate insurance copayments and deductible claims for outpatient visits, lab tests, and procedures.



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Exhibit A

- h. Process payments for copays and deductibles on behalf of eligible NH CARE Program clients to medical providers (excluding Emergency room, inpatient and urgent care visits), as outlined in the Department's Standards of Care for New Hampshire HIV/AIDS Services, Section 1.3.
- i. Transition the program from the clients being served by the Department to the Contractor.
- j. Implement the IBM within 90 days from the completed plan in Section 4.1.6.8

- 4.10. The Contractor agrees to provide, maintain and train staff to implement, to transition, and to operationalize the IBM.

5. Deliverable

- 5.1. The Contractor agrees to provide MCM, Support Services, and Insurance Benefit Management services for up to 650 NH CARE Program clients statewide per State Fiscal Year.

6. Staffing

- 6.1. The Contractor will ensure that all MCM services are delivered by a qualified case manager who meets at least one of the following criteria:
- 6.1.1. A licensed clinician;
 - 6.1.2. A person under the direct supervision of a licensed clinician;
 - 6.1.3. A person who works with a licensed clinician who is part of the clinical care team.
- 6.2. The Contractor will ensure that all qualified case managers hold at minimum a bachelor's degree, or having extensive experience in a human services related field such as social work, psychology, nursing, counseling, or health education, as well as experience in the field of HIV.

7. Compliance and Reporting Requirements

- 7.1. The contractor shall:
- 7.1.1. Comply with the rules, regulations and policies as outlined by HRSA, NH DHHS, Division of Public Health Services (DPHS), and Bureau of

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Exhibit A

Infectious Disease Control (BIDC) including but not limited to the NH Standards of Care for MCM and the BIDC Security and Confidentiality Policy.

- 7.1.2. Demonstrate that all other funding sources are fully exhausted before Ryan White funds are utilized. Funded contractors are responsible for screening clients for eligibility of Medicaid, Medicare, third-party insurance, and other funding sources as appropriate.
- 7.1.3. Participate in no less than one unannounced or announced site visit per year by the Department that will include at a minimum:
 - 7.1.3.1. Review of financial records.
 - 7.1.3.2. Review of programmatic documentation.
 - 7.1.3.3. Review of Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur.
 - 7.1.3.4. Have available all records for
 - 7.1.3.5. Provide access that includes but is not limited to:
 - a. Data
 - b. Financial records
 - c. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e. Scheduled phone access to Contractor principals and staff
 - f. Timely unscheduled phone response by Contractor principals and staff.
- 7.1.4. Comply with all applicable responsibilities outlined in the HRSA, HIV/AIDS Bureau (HAB) National Monitoring Standards, as instructed by Department.
- 7.1.5. Utilize the Department's the CAREWare software application, for the documentation of eligibility, initial and re-assessments, individual service plans and provision of support services.
- 7.1.6. Work with the Department as necessary to obtain and access the software to interface and to connect with the CAREWare software.
- 7.1.7. Ensure the proper security when using the CAREWare software and accessing electronic records, as defined by the Department's DPHS, BIDC's Security and Confidentiality Policy.
- 7.2. The Contractor shall comply with the following Reporting Requirements (Reports/Records/Documentation)


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Exhibit A

- 7.2.1. Maintain a client signed Consent for Release of Information Form by using the Department's form or a reasonable facsimile, on file to permit the Department to review records at site visits and share information with service providers, pharmacies, the NH CARE Program and other payers.
- 7.2.2. Maintain an electronic client file in CAREWare (paper chart may exist in addition to CAREWare) for every enrolled NH CARE Program client.
- 7.2.3. Ensure that both the electronic and paper client files include at a minimum:
 - 7.2.3.1. The initial Assessment Form and the semi-annual Reassessment Form,
 - 7.2.3.2. The individual service plan,
 - 7.2.3.3. Confidentiality policy,
 - 7.2.3.4. Grievance policy,
 - 7.2.3.5. Release of information form,
 - 7.2.3.6. Date, type and duration of each encounter,
 - 7.2.3.7. HIV status documentation,
 - 7.2.3.8. Income verification,
 - 7.2.3.9. Insurance verification,
 - 7.2.3.10. Referrals made and referral outcomes,
 - 7.2.3.11. For incarcerated individuals, documentation of discharge planning.
- 7.2.4. Submit a quarterly narrative report that reflects funded program services, 15 days after the close of each quarter. The report shall address:
 - 7.2.4.1. The unduplicated number of clients including demographic characteristics (race, ethnicity, gender), transmission category, and state of HIV-related illness;
 - 7.2.4.2. Progress made and efforts undertaken to meet goals and objectives in the Agreement;
 - 7.2.4.3. Progress made toward performance measures;
 - 7.2.4.4. Any problems, challenges or obstacles;
 - 7.2.4.5. Any actions taken or plans to resolve such problems, obstacles or challenges in meeting the projected or targeted goal or the contract.



Exhibit A

- 7.2.5. Submit a year-end report 45 days after the end of the contract year. Year-end reports will follow a format similar to the quarterly reports.

8. Performance Measures

- 8.1. The Contractor agrees to the following performance measures

8.1.1. Performance Measure #1

- 8.1.1.1. **Goal:** To ensure continuous access to Ryan White services for MCM clients.
- 8.1.1.2. **Target:** 85% of clients, who re-enroll in the NH CARE Program over a one-year period, do so without an enrollment lapse.
- 8.1.1.3. **Numerator:** Number of MCM clients who re-enroll in the NH CARE Program who do not
- 8.1.1.4. **Denominator:** Number of MCM clients who re-enroll in the NH CARE Program during the measurement year.
- 8.1.1.5. **Data Source:** CAREWare

8.1.2. Performance Measure #2

- 8.1.2.1. **Goal:** To ensure that MCM clients had an individualized service plan developed, documented and/or updated two or more times in the measurement year.
- 8.1.2.2. **Target:** 90% of MCM clients had a care plan developed, documented and/or updated two or more times over the course of a year.
- 8.1.2.3. **Numerator:** Number of MCM clients who had a MCM care plan developed, documented and/or updated two or more times in the measurement year.
- 8.1.2.4. **Denominator:** Number of HIV-infected MCM clients who had at least one MCM encounter in the measurement year.
- 8.1.2.5. **Data Source:** CAREWare

8.1.3. Performance Measure #3

- 8.1.3.1. **Goal:** To ensure that MCM client service plans are reviewed by a licensed clinician after each reassessment (every six months).
- 8.1.3.2. **Target:** 85% of MCM client service plans were reviewed by a licensed clinician at least twice a year.




Exhibit A

- 8.1.3.3. **Numerator:** Number of MCM service plans updated every six months that are signed by a licensed clinician.
- 8.1.3.4. **Denominator:** Number of MCM service plans that are updated/reassessed every six months.
- 8.1.3.5. **Data Source:** CAREWare

8.1.4. Insurance Benefit Management Timeliness Standards

- 8.1.4.1. The mailing of an initial (binding) premium payment shall be made within five business days of receipt of the payment invoice.
- 8.1.4.2. Mailing of ongoing monthly premium checks shall be made by the 25th day of the month prior to their due date.
- 8.1.4.3. The time from the date of receipt of documentation for payment of medical copays or deductibles to the date of issuing a check to the provider shall not exceed 10 business days.
- 8.1.4.4. The Contractor agrees these standards are dependent upon the receipt of timely information from clients, providers and carriers.
- 8.1.4.5. The Contractor agrees to make every effort to obtain timely information from clients, providers and insurance carriers. .


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New Hampshire Department of Health and Human Services
Medical Case Management, Support Services and
for Insurance Benefit Management for Clients with Human Immunodeficiency Virus
Exhibit B



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by, Other Funds, Pharmaceutical Rebates.
3. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the twentieth (20) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within sixty (60) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email: DPHScontractbilling@dhhs.state.nh.us
4. Payment for contracted services in Exhibit A will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-1, B-2, and B-3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibits B-1, B-2, B-3 to adjust line item amounts within the budgets within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
7. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
8. Funding may not be used to replace funding for a program already funded from another source.
9. The Contractor will keep financial records of their activities related to Department programs and services.



**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services and
for Insurance Benefit Management for Clients with Human Immunodeficiency Virus
Exhibit B**

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. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with useful life beyond one year.
 - 11.1. The Contractor shall submit to the Department's Contract Unit prior to purchase a list of the purchased office equipment (with funding from this Contract) to provide the Services in Exhibit A. The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
 - 11.2. The Contractor shall return said office equipment in Section 5.2 to the Department's Contract Unit within 30 days from the completion date of the Contract.
12. The Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1 (SFY 2017)
Budget**

New Hampshire Department of Health and Human Services

Southern New Hampshire HIV/AIDS

Bidder/Contractor Name: Task Force

**Medical Case Management, Support
Services, and Insurance Benefit
Management for Clients with Human**

Budget Request for: Immunodeficiency Virus
(Name of Program)

Budget Period: July 1, 2016 through June 30, 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579	
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807	
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 5,473	\$ 547	\$ 6,020	
6. Travel	\$ 3,000	\$ 300	\$ 3,300	
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700	
8. Current Expenses			\$ -	
Telephone	\$ 5,000	\$ 500	\$ 5,500	
Postage	\$ 2,000	\$ 200	\$ 2,200	
Subscriptions			\$ -	
Audit and Legal	\$ 3,600	\$ 360	\$ 3,960	
Insurance	\$ 1,500	\$ 150	\$ 1,650	
Board Expenses	\$ 200	\$ 20	\$ 220	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 500	\$ 50	\$ 550	
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000	
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 2,000	\$ 200	\$ 2,200	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget (SFY 17)

Contractor Initials:

Date:

5/17/16

Exhibit B-2 (SFY 2018) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire HIV/AIDS Task Force

Medical Case Management, Support
Services, and Insurance Benefit Management
for Clients with Human Immunodeficiency

Budget Request for: Virus
(Name of Program)

Budget Period: July 1, 2017 - June 30, 2018

Item	Direct (Indirect)	Indirect (Total)	Total	Allocation Method for Indirect Costs
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579	
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807	
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 5,473	\$ 547	\$ 6,020	
6. Travel	\$ 3,000	\$ 300	\$ 3,300	
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700	
8. Current Expenses			\$ -	
Telephone	\$ 5,000	\$ 500	\$ 5,500	
Postage	\$ 2,000	\$ 200	\$ 2,200	
Subscriptions			\$ -	
Audit and Legal	\$ 3,600	\$ 360	\$ 3,960	
Insurance	\$ 1,500	\$ 150	\$ 1,650	
Board Expenses	\$ 200	\$ 20	\$ 220	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 500	\$ 50	\$ 550	
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000	
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 2,000	\$ 200	\$ 2,200	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999	

Indirect As A Percent of Direct

10.0%

Exhibit B-2 - Budget (SFY 18)

Contractor Initials: 

Date: 5/17/16

Exhibit B-3 (SFY 2019) Budget Form

New Hampshire Department of Health and Human Services

Southern New Hampshire HIV/AIDS Task

Bidder/Contractor Name: Force

Medical Case Management, Support
Services, and Insurance Benefit
Management for Clients with Human

Budget Request for: Immunodeficiency Virus
(Name of Program)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Direct	Indirect	Total	Allocation Method to Indirect/ Fixed Costs
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579	
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807	
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 5,473	\$ 547	\$ 6,020	
6. Travel	\$ 3,000	\$ 300	\$ 3,300	
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700	
8. Current Expenses			\$ -	
Telephone	\$ 5,000	\$ 500	\$ 5,500	
Postage	\$ 2,000	\$ 200	\$ 2,200	
Subscriptions			\$ -	
Audit and Legal	\$ 3,600	\$ 360	\$ 3,960	
Insurance	\$ 1,500	\$ 150	\$ 1,650	
Board Expenses	\$ 200	\$ 20	\$ 220	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 500	\$ 50	\$ 550	
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000	
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 2,000	\$ 200	\$ 2,200	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999	

Indirect As A Percent of Direct

10.0%

Exhibit B-3 - Budget (SFY 19)

Contractor Initials: 

Date: 5/12/16



SPECIAL PROVISIONS

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

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

[Handwritten Signature]

5/12/16

New Hampshire Department of Health and Human Services
Exhibit C



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]

5/17/16

New Hampshire Department of Health and Human Services
Exhibit C



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

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

Exhibit C – Special Provisions

Contractor Initials

06/27/14

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Date 5/17/16



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

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

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

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

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

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

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

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

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

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

[Signature]
5/17/16

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

fm
5/17/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

A handwritten signature in black ink, appearing to be "M" or "MM", written over a horizontal line.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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


ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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


5/17/16

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)

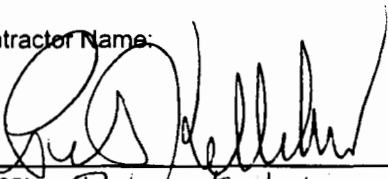
12 Amherst Street, Nashua, Hillsborough, NH 03060

17 Dunbar Street, Keene, Cheshire, NH 03431


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

Date 5/17/16

Contractor Name:


Name: Peter Kelleher
Title: President - CEO

Contractor Initials


Date 5/17/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

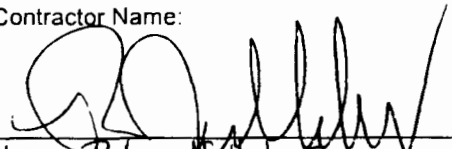
The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

5/17/16
Date

Contractor Name:


Name: Peter Kellner
Title: President + CEO


Date 5/17/16



**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

[Signature]
5/12/16

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.

5/17/16
Date

Contractor Name:


Name: Peter Kelleher
Title: President - CEO

Contractor Initials

PK
Date 5/17/16



**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 

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

6/27/14

Rev. 10/21/14

Date 5/17/16

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.

5/17/16
Date

Contractor Name: [Signature]
Name: Peter Keleher
Title: President - CEO

Exhibit G

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

Contractor Initials [Signature]

Date 5/17/16



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.

5/17/16
Date

Contractor Name:

[Signature]
Name: Peter Keller
Title: President - CEO

Contractor Initials

[Signature]
Date 5/17/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

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

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

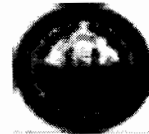


Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health & Human Services
The State

Marcella J. Bobinsky
Signature of Authorized Representative

Marcella J. Bobinsky
Name of Authorized Representative

Acting Director
Title of Authorized Representative

5/18/16
Date

Southern New Hampshire HIV/AIDS Task Force
Name of the Contractor

Peter Kelleher
Signature of Authorized Representative

Peter Kelleher
Name of Authorized Representative

President + CEO
Title of Authorized Representative

5/17/16
Date



**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.

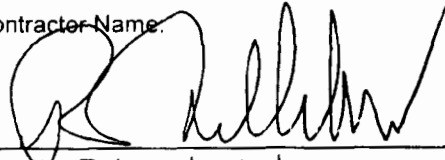
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

5/17/16
Date

Contractor Name:


Name: Peter Kelleher
Title: President - CEO

Contractor Initials


Date 5/17/16

New Hampshire Department of Health and Human Services
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: 958867228
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☒ YES

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

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

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

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