



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

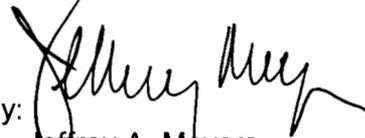
Source of Funds: 100% Other Funds, Pharmaceutical Rebates

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 Human Immunodeficiency Virus (SS-2017-DPHS-06-MEDIC-01)

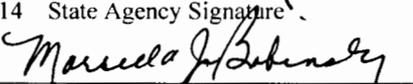
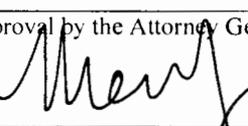
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		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>Megan A. York - Attorney</u> <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials



Date

5/17/16



Exhibit A

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.



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 in 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 in 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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5/17/16



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.



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



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)



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. .


5/17/16



**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.

Contractor Initials: 

Date: 5/17/16

**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)

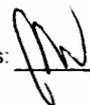
Budget Period: July 1, 2016 through June 30, 2017

Line Item	Direct		Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Fixed		
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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
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: 

Page 1 of 1

Date: 5/17/16



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;



- 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 initials, possibly 'JW', written in black ink.

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

MD



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

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- 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.

[Handwritten Signature]
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.

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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


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- 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.

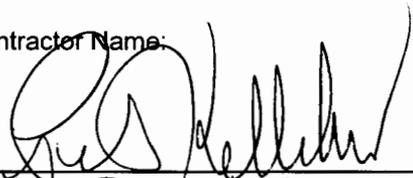
Place of Performance (street address, city, county, state, zip code) (list each location)

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.

5/17/16
Date

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:

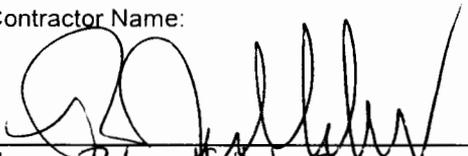

Name: Peter Kelleher
Title: President + CEO

Exhibit E – Certification Regarding Lobbying

Contractor Initials PK

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

5/17/16
Date

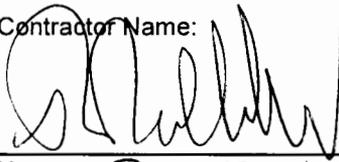
Contractor Name: 
Name: Peter Kelehr
Title: President + CEO

Exhibit G

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

Contractor Initials 

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:

Name: Peter Kelleher
Title: President & CEO

Contractor Initials PK

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.

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Exhibit I

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

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

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

[Handwritten Signature]

5/17/16



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.

Date 5/17/16

Contractor Name: 
Name: Peter Kelleher
Title: President - CEO



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:

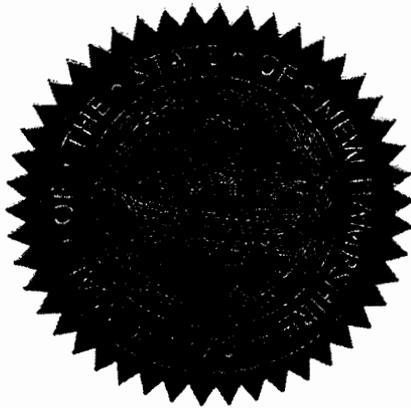
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 limited liability company formed on March 21, 1991. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of the 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 January 11, 2013:
(Date)

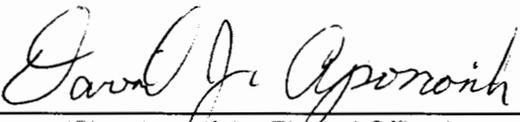
RESOLVED: That the President and CEO
(Title of Contract Signatory)

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 17th day of May, 2016.
(Date Contract Signed)

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

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 17th day of May, 2016.

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


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

WENDY LaBLANC, Notary Public
My Commission Expires February 28, 2019

Commission Expires: _____

AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
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**

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

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 Arsenaault, 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 Weiltrauch** **Betty J. Winberg**

SOUTHERN NH HIV/AIDS TASK FORCE
Financial Statements
For the Year Ended June 30, 2015
(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, 2015, 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.

Auditor's 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 auditor's 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.

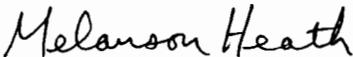
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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, 2015, 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Southern NH HIV/AIDS Task Force's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern NH HIV/AIDS Task Force's internal control over financial reporting and compliance.



December 10, 2015

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Financial Position

June 30, 2015

ASSETS

Current Assets:

Cash and cash equivalents	\$ 124,983
Accounts receivable	121,421
Due from related organization	34,865
Other current assets	<u>750</u>
Total Current Assets	282,019

Noncurrent Assets:

Property and equipment, net	4,938
Deferred compensation plan assets	<u>6,000</u>
Total Noncurrent Assets	<u>10,938</u>

Total Assets \$ 292,957

LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 48,606
Accrued payroll and related expenses	<u>26,563</u>
Total Current Liabilities	75,169

Long Term Liabilities:

Deferred compensation plan liability	<u>6,000</u>
Total Long Term Liabilities	<u>6,000</u>

Total Liabilities 81,169

Unrestricted Net Assets 211,788

Total Liabilities and Net Assets \$ 292,957

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, 2015

	<u>Unrestricted</u>
Support and Revenue:	
Grants - HOPWA	\$ 299,176
Grants - Care Services	497,786
Grants - Ryan White	169,665
Grants - Other	46,722
Income from special events, net	18,028
Contributions	3,724
Transportation	1,000
Interest income	27
Other	<u>10</u>
Total Support and Revenue	1,036,138
Expenses:	
Program	909,131
Management and general	73,491
Fundraising	<u>29,014</u>
Total Expenses	<u>1,011,636</u>
Change in net assets	24,502
Net Assets, Beginning	<u>187,286</u>
Net Assets, Ending	<u><u>\$ 211,788</u></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, 2015

	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Accounting fees	\$ -	\$ 6,437	\$ -	\$ 6,437
Client services	481,677	965	-	482,642
Conferences	300	-	-	300
Depreciation	-	845	-	845
Employee benefits	46,779	11,695	3,077	61,551
Fundraising	-	-	1,969	1,969
Liability insurance	3,292	416	-	3,708
Miscellaneous	1,713	218	-	1,931
Operating and maintenance	12,048	685	-	12,733
Payroll taxes	22,771	3,018	1,646	27,435
Postage	378	971	-	1,349
Printing	2,225	489	-	2,714
Professional services	10,838	1,912	-	12,750
Rent	29,135	2,881	-	32,016
Salaries and wages	287,417	40,240	20,353	348,010
Supplies	2,730	1,931	1,969	6,630
Telephone	4,798	253	-	5,051
Travel	<u>3,030</u>	<u>535</u>	<u>-</u>	<u>3,565</u>
Total functional expenses	<u>\$ 909,131</u>	<u>\$ 73,491</u>	<u>\$ 29,014</u>	<u>\$ 1,011,636</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, 2015

Cash Flows From Operating Activities:	
Change in net assets	\$ 24,502
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	845
Decrease (Increase) In:	
Accounts receivable	(25,783)
Deferred compensation plan	(600)
(Decrease) Increase In:	
Accounts payable	4,340
Accrued payroll and related expenses	<u>8,499</u>
Net Cash Provided by Operating Activities	11,803
Cash Flows From Financing Activities:	
Change in due from related organization	<u>38,104</u>
Net Cash Provided By Financing Activities	<u>38,104</u>
Net Increase	49,907
Cash and Cash Equivalents, Beginning of Year	<u>75,076</u>
Cash and Cash Equivalents, End of Year	<u>\$ 124,983</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:**

The following is a summary of significant accounting policies of the Task Force used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Task Force follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Task Force is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor 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.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Task Force considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts has been recorded, as the Task Force's management believes receivables to be fully collectible.

Property, Equipment, and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

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

Donated Services

The Task Force receives donated services from a variety of unpaid volunteers assisting the Task Force in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, 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 could differ from those estimates.

Tax Status

Southern NH HIV/AIDS Task Force is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Task Force has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Task Force follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Task Force's financial statements.

The Task Force's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Task Force recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2015, the Task Force had no interest or penalties accrued related to unrecognized tax benefits.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Task Force's deposits with financial institutions was \$124,983 at June 30, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2015. The Task Force's deposits with financial institutions were fully insured at June 30, 2015.

4. Property, Equipment, and Depreciation:

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

Furniture and fixtures	\$ 11,229
Leasehold improvements	8,563
Equipment	46,104
Leased equipment	<u>6,095</u>
Subtotal	71,991
Less: accumulated depreciation	<u>(67,053)</u>
Total	<u>\$ 4,938</u>

Depreciation expense for the year ended June 30, 2015 totaled \$845.

5. Deferred Compensation Plan:

The Task Force maintains a deferred compensation plan for certain employees and directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$6,000 as of June 30, 2015 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset in the same amount.

6. Due from Related Organization:

Due from related organization represents the net amount due from the Harbor Homes organizations, which are related entities (see Note 12).

7. Net Assets Released from Restriction:

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose. There were no restricted net assets during the year ended June 30, 2015, and as a result, no net assets were released from restriction.

8. Operating Leases:

During fiscal year 2015, the Task Force leased its office facilities from Harbor Homes, Inc., a related entity (see Note 12). Monthly rents of \$2,068 were required under this operating lease. The Task Force leased additional office facilities under the terms of a non-cancellable lease agreement that expired on June 30, 2015. Rent expense under this agreement total \$7,200 for the year ended June 30, 2015.

9. Retirement Plan:

During the year the Task Force offered an IRA Simple Deferred Income Plan under Internal Revenue Code Section 408(p) to provide retirement benefits for all of its full-time salaried employees. Employees elected not to contribute to the plan under salary deferral arrangements. As a result, the Task Force made no matching contributions in fiscal year 2015.

10. Concentration of Risk:

The Task Force receives approximately 48% of its revenue from the State of New Hampshire and 29% of its revenue under the (HOPWA) grant.

11. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Task Force categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

12. Related Entities:

The Task Force is considered a commonly controlled organization with several related entities by way of a common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore, more meaningful separate statements have been prepared.

13. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2015 through December 10, 2015, 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.

PARTNERSHIP FOR SUCCESSFUL LIVING BOARD OF DIRECTORS
 (Southern NH HIV/AIDS Task Force Inc., Harbor Homes, Inc., Welcoming Light, Inc., Healthy At Home, Inc.,
 Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc.,)

David Aponovich - ~~(6/16)~~
 (2nd term +)

Treasurer
 (Chair, Finance Committee)
 (Facilities Committee)
 (Executive Committee)

Rick Plante - ~~(6/17)~~
 (1st term)

(Chair, Facilities Committee)
 (RDP Committee)

Jack Balcom - ~~(6/18)~~
 (1st term)

Phil Richard - ~~(6-17)~~
 (1st term)

(Facilities Committee)
 (Chair, Governance Committee)

Vincent Chamberlain - ~~(6/18)~~
 (2nd term)

Chair of the Board

Dan Sallet - ~~(6-17)~~
 (2nd term)

(Finance Committee)

Kathy Costa - ~~(6/18)~~
 (1st term)

(Finance Committee)

Trent Smith - ~~(6/18)~~
 (1st term)

(HCC Oversight Committee)
 (Executive Committee)

Dr. Vijay Dav'e - ~~(6/18)~~
 (1st term)

(HCC Oversight Committee)

Laurie Des Rochers - ~~(6-18)~~
 (2nd term)

(Facilities Committee)

Phil Duhaime - ~~(6-17)~~
 (1st term)

(Governance Committee)
 (Executive Committee)

John Elsten - ~~(6-18)~~
 (1st term)

- (RDP Committee)

Laurie Goguen - ~~(6-16)~~
 (2nd term)

Secretary
 (Governance Committee)
 (Chair, HCC Oversight Committee)
 (Executive Committee)

Nathan Goodwin - ~~(6-16)~~
 (1st term)

- (Governance Committee)
 - (RDP Committee)

Joel Jaffe - ~~(6-17)~~
 (1st term)

Asst. Secretary
 (Chair, Executive Committee)

Lynn King - ~~(6-16)~~
 (1st term)

Vice Chair
 (Chair, RDP Committee)

Naomi Moody - ~~(6/16)~~
 (1st term)

(Ade Moody Fund Annual
 Fundraising Campaign)

PETER J. KELLEHER, CCSW, LICSW

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.

EDUCATIONAL EXPERIENCE

- 1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979 Licensed Real Estate Broker - Massachusetts
- 1989 Academy of Certified Social Workers - NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

PERSONAL DATA

Married, four children, excellent health.

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member, Rotary Club, Nashua, NH

WENDY LEBLANC

OBJECTIVE:

To obtain a position of responsibility in the field of HIV/AIDS

HIGHLIGHTS OF QUALIFICATIONS

- Over seventeen years experience providing intensive Case Management services to an ethnically diverse population of HIV+ individuals.
- Over twenty 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
- Consistently received outstanding performance reviews as manager of a busy portrait studio. Regularly achieved sales results above budgeted goals in spite of marketing cutbacks. Awarded Studio Manager of the Month six times within a market of hundreds of studios nationwide.

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 Community Planning Group for HIV/AIDS Care and Prevention.
- 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

COMMUNITY RELATIONS

- Member of Greater Nashua Continuum of Care on Homelessness. (Vice Chair 2006-2008, Chair 2008-2013)
- Member of NH HIV Planning Group
- Member of Dartmouth Hitchcock Medical Center's HIV clinic Community Advisory Board
- Member of Boston EMA Ryan White Part A Planning Council

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
- Customer Service
- Psychiatric Emergencies
- End of Life Issues
- Compassion Fatigue
- Grant Writing
- HIV/AIDS Care, including HIV Counseling and Testing
- Cultural Competency
- Anger Management and Difficult Behaviors
- Personality Disorders
- Spanish for Healthcare Professionals

Zena Ramirez

Education -1974-1977

Hostos Community College
Bronx, NY
Major: Accounting

Employment

1996 - Present: Southern NH HIV/AIDS Task Force, Nashua, NH *Medical Case Manager*

- Conduct assessments and reassessments and develop an individualized service plan for clients needs every six months
- Work in collaboration with the client to identify goals and to develop steps in order to meet those goals
- Enroll client in the NH CARE Program and gather paperwork necessary for enrollment
- Support clients in preparing for and making medical appointments
- Track medical appointments and develop appointment reminder strategies
- Participate in clients comprehensive care
- Work collaboratively with other members of the client's medical team. Provide feedback and communicate with client's medical staff regarding client's current situation.
- Accompany clients to medical appointments when necessary to provide linguistic and advocacy services.
- Coordinate transportation services for clients to medical, dental and or psycho-social appointments.
- Refer clients to additional resources when needed, including but not limited to: housing, benefits, nutrition, partner notification, HIV Drug Reimbursement Program, advocacy services, transportation, substance abuse and mental health services including methadone maintenance and needle exchange, domestic violence, employment and training, care coordination and primary care.
- Document all contact with client and all services provided to client
- Participate in training to advance knowledge of HIV/AIDS care and treatment

1994 - 1996: Inter Council Community Fellowship, Inc., NY, NY
Case Manager Technician

- Assist with hospital, social services and legal matters
- Provide Case Management
- System negotiation liaison

Buddy Volunteer

- Escort clients from hospital to home
- Assist clients with light cleaning and shopping
- Accompany clients to appointments

1990 - 1992: Start Home Care, Bronx, NY
Home Health Aide

- Ambulated and Positioned patients
- Escort clients to appointments
- Assist clients with personal care

Training Certificates Earned:

- 01/2013 – OraQuick Rapid Antibody Test Training Program
- 09/2009 – Department of Health & Human Services Workshop
- 03/1996 – Mount Sinai Medical Center – Pre and Post HIV Test Counselor Training Course
- 01/1996 – The Center for Community Alternatives – Peer Education Training Program HIV/AIDS
- 01/1996 – The Spellman Center – Basic Health Education Series in HIV
- 10/1995 – Cicutelli Associations, Inc. – Overview of HIV Infection and AIDS
- 04/1995 – Cicutelli Associations, Inc. – TB Frontline Staff Training
- 03/1995 – Arrive – HIV/AIDS Education/Substance Abuse
- 12/1994 – The Spellman Center – AIDS Education
- 11/1994 – New York City Department of Health – Adolescent HIV Prevention Training

Skills: Fluent Spanish/English
Good Computer Skills

Magaly Rios

m.rios@nhpartnership.org

Highlights of Qualifications

- Bilingual, bicultural, speak and write in Spanish
- Nine years working with HIV positive individuals
- Certified to do HIV testing with OraQuick
- Familiar with resources in the community
- Participate in the Annual Partnership Thanksgiving Dinner since 2008
- Member of the Partnership Safety Committee
- Work closely with Partnership Agencies
- Great communication skills
- Good computer skills

Community Relations

- Member of Greater Nashua Continuum of Care since 2009
- Member of the Ending Homeless subcommittee and the Employment subcommittee.
- Involved in the planning of Project Ending Homeless event since 2009 and participate on the day of the event- an event where many agencies meet under one roof to connect individuals to services in the community.
- Involved in the planning of the Employment Connect Event- a job fair for the homeless or those at risk of homelessness

Knowledge of HIV/AIDS

- Certified in one CDC Effective Behavioral Intervention
- STD/HIV prevention Counseling
- Substance abuse treatment planning
- Familiar with HIV/AIDS treatments
- Personally impacted by HIV/AIDS

Awards/Certificates

09/2007- Fundamentals of HIV
11/2007- HIV Case Manager training
09/2008- Southern NH HIV/AIDS Task Force Staff recognition award
02/2009- Two Hour Boundaries training
05/2009- Homeless Veterans Reintegration Program (HVRP) training
12/2010- Compassion and Fatigue

Employment History

1/2007- present	Medical Case Manager- Southern NH HIV/AIDS Task Force
9/2006-1/2007	Assistant Case Manager- Southern NH HIV/AIDS Task Force
2000/2002	Crew Trainer- Mc Donald's, Nashua NH
2002/2006	Night Manager/Wholesales- Danelly's Nashua, NH

Other responsibilities at the Task Force include but are not limited to:

Food Pantry Coordinator

Take inventory on a monthly basis for the NH Food Bank and prepare related reports for the USDA every 3 months.

03/2013 received a certificate of completion on Food safety by the University of New Hampshire

Education

Nashua High School 1999-2002

High School Diploma

- Worked with special education students- 2002
- Studied child care and development 2001- 2002

Kayla Fogg

K. Fogg, 2012.

k.fogg@aidstaskforcenh.org

Education/Training

2013

- Fundamentals of HIV Prevention Counseling Training by the NH Division of Public Health Services
- Health Insurance Marketplace Workshop by Centers for Medicaid and Medicare Services
- Oraquick Rapid Antibody Test HIV 1/2 Training by Orasure Technologies
- Advanced Skills in Culturally competent Services by the NH Coalition to End Homelessness
- Improving outreach, engagement and retention in HIV services for communities of color by the New England AIDS and Education and Training Center
- Food Handling Safety Course by the University of New Hampshire Cooperative Extension

2011

University of Southern Maine, Lewiston-Auburn College
Bachelor of Science - Social and Behavioral Sciences; GPA 3.6

Safe Voices – Internship, Lewiston, Maine

- Fundraiser Initiatives
- Proposals and Budgeting Support
- Marketing Support
- Quarterly Newsletter Submissions
- Educational Outreach Communications
- Documentation
- Professional Development
- Case Management Services

2009

Pharmacy Technician - National Certification

2007

University of Connecticut, Hartford, Connecticut
Pre-Pharmacy; GPA 3.7

Excellence, Professionalism, Stewardship, Compassion

Employment

**2013-
Present** **Southern NH HIV/AIDS Task Force
Medical Case Manager**

- Provide on-going case management services to consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs make appropriate referrals and track services
- Maintain records and charts for client related activities
- Provide community support for client appointments as needed
- Provide housing advocacy and information, permanent housing placement services
- Provide budgeting and financial planning assistance
- Attend quarterly statewide case manager meetings and other meetings and training programs as directed.
- Complete data tracking and quarterly reporting for various funding streams
- Participate in grant writing activities
- Correspondence as necessary for direct services
- Collaborate with community agencies for special programs
- Participate in holiday gift and food basket programs
- Provide client related data reports as needed
- Participate in agency-related fundraising events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director of Client Services
- Other duties as assigned

**2006 –
Present** **Rite Aid Pharmacy, Maine, New Hampshire
National Certified Pharmacy Technician**

- Customer Care (First and foremost)
- Collaboration with diverse team of pharmacists/ interns/technicians
- Working knowledge and Dispensing of Prescription Medications
- Familiarity with Related Health Conditions
- Insurance Billing
- Conflict Resolution
- Healthcare Professional Contacts
- Legal Documentation
- Pharmaceutical Inventory and Ordering.

2007 **Walgreens Pharmacy, Manchester, Connecticut
Pharmacy Technician – see above responsibilities**

Excellence, Professionalism, Stewardship, Compassion

Community/Volunteer Service

2011 –

2013 Southern New Hampshire HIV/AIDS Taskforce

- Receptionist duties- including being an upbeat caring voice answering the phone or greeting anyone who walks through the door
- Staff Support
- Event help
- Continued learning about HIV/AIDS through independent research and educational sessions.

2011 Maine Voices for Palestinian Rights

- USM Faculty / Peer Collaboration
- Event Planning
- Organization and Time Management Skills

2009 Building Castles Together – USM & Sand Castles Initiative

- Community Outreach
- Collaboration and Team Work
- Recruitment
- Data Collection and Analysis
- Advocacy for Parents and Children

Migdalia Rodriguez

Education - 1996-2001

Rivier College, Nashua, NH
Paralegal Studies - BS Degree Completed May 2001
*Program is ABA approved

Foreign Languages - Spanish

Employment

2013 - Present: Southern NH HIV/AIDS Task Force Medical Case Manager

- Conduct assessments and reassessments and develop an individualized service plan for clients needs every six months
- Work in collaboration with the client to identify goals and to develop steps in order to meet those goals
- Enroll client in the NH CARE Program and gather paperwork necessary for enrollment
- Support clients in preparing for and making medical appointments
- Track medical appointments and develop appointment reminder strategies
- Participate in clients comprehensive care
- Work collaboratively with other members of the client's medical team. Provide feedback and communicate with client's medical staff regarding client's current situation.
- Accompany clients to medical appointments when necessary to provide linguistic and advocacy services.
- Coordinate transportation services for clients to medical, dental and or psycho-social appointments.
- Refer clients to additional resources when needed, including but not limited to: housing, benefits, nutrition, partner notification, HIV Drug Reimbursement Program, advocacy services, transportation, substance abuse and mental health services including methadone maintenance and needle exchange, domestic violence, employment and training, care coordination and primary care.
- Document all contact with client and all services provided to client
- Assist in maintaining the food pantry stocked, clean and organized
- Participate in training to advance knowledge of HIV/AIDS care and treatment

Training Certificates Earned:

- 05/2013 - Fundamentals of HIV and HCV
- 10/2013 - Improving outreach, engagement and retention in HIV services for communities of color
- 10/2013 - Simply Speaking HIV: An Experts Educator's CME Lecture Series. Individualizing HIV Therapy: Consideration for Simplified Convenient Regimens
- 01/2014 - SAFE Safety Awareness in the Food Environment

2004 - 2013: Southern NH Services, Nashua, NH Intake Worker

- Conduct Interviews
- Gather information necessary to complete applications
- Review applications for accuracy and completeness
- Approve benefits for clients
- Maintain contact with a diverse population in person and by phone
- Maintain client confidentiality at all times

2003: Graig & Gatzoulis PLLC, Nashua, NH Secretary/Paralegal

- Draft a variety of legal documents
- Screen potential clients over the phone
- Kept track of attorney's time, and bill clients
- Open files and prepare the necessary paperwork
- Assist with trial preparations
- Ordered office supplies and kept track of expenses
- Answer incoming calls and provided translation assistance
- Gathered information about clients for attorney purposes
- Filed legal documents with appropriate court

2002 - 2003: **ERA The Masiello Group, Nashua, NH**
Realtor/ Receptionist

- Provide clients assistance in locating real estate
- Draft real estate contracts
- Provide referral assistance for relocations
- Answer incoming calls on a 17-Line phone system
- Schedule appointments for 40 agents
- Keep track of paperwork, organize and prioritizing
- Restock supply cabinets and information packages
- Keep track of mailings for proper billing
- Responsible for filing, faxing, copying and distributing mail

Computer Skills: Microsoft Word, Excel, WordPerfect

References: Available upon request

Melissa Lane
m.lane@nhpartnership.org

Objective:

To obtain a career that will challenge my skills, that I can use my expertise in and that I can learn from and grow with.

Professional and Personal References:

Available upon request

Education:

- 1984 Keene High School graduate
- 1989 New Hampshire Vocational Technical College – Activity Coordinator’s Course
- 1999 Franklin Pierce University – Associate Degree in Business Management
- 2003 Certified Alzheimer’s Trainer
- * Various education credits in Leadership, Professionalism, Communication and Time Management

Work Experience:

- May 2015 – present Southern NH HIV/Aids Task Force
Medical Case Manager
 - Responsible for all aspects of case management for an average of 30 clients including connecting them with the NH Care program and other social services. Job duties include assisting with housing, transportation and medical needs as well as applying for assistance when eligible – Medicare, Supplemental Insurance, Medicaid, Food Stamps and other benefits.

- 2002 – May 2015 Home Health Care, Hospice and Community Services
Home Support/Business Manager of Customized Care
 - Promoted to this position when the agency re-structured. Responsible for the oversight of four homemaking programs as well as the day to day operation of the Customized care department and the Castle Center Life Enrichment Program. Job duties remain primarily the same as previous position held as Office Manager.

- July 2009 – Dec 2012 Aids Services of the Monadnock Region
Client Case Manager
 - Responsible for all aspects of case management for an average of 24 clients including connecting them with the NH Care program and other social services. Job duties include assisting with housing, transportation and medical needs as well as applying for assistance when eligible – Medicare, Medicaid, Food Stamps and other benefits. Assist with house management for 5-7 residents living with HIV, HCV or another chronic disease.

- Nov 1992 – 2002 Home Health Care, Hospice and Community Services

Office Manager

◦ Started as an LNA in the private duty program and was soon promoted to Program Assistant in 1993. In 1996, was promoted again to the Office Manager. Responsible for the oversight of the daily operations in the office for the private duty program and respite services. Job duties included facilitating services, creating systems, interviewing, hiring and orientation of new employees, payroll, billing, record keeping, ordering supplies, typing, proofreading and filing as well as supervision, evaluations and skills assessments of home support providers and clients.

May 1991 – Nov 1992 Woodward Home, Inc.

Events Coordinator/Administrative Assistant

◦ Responsible for the planning and implementation of events and activities for 22 residents. Job duties included documenting in individual residents records, accounts payable, accounts receivable, payroll, benefits tracking and filing.

Sept 1985 – May 1991 Westwood Health Care and Rehabilitation Center

Activity Director

◦ Started as a kitchen aide for two years and was promoted to Assistant Activity Director. After completion of certification, held the Director position for two years. Responsible for the planning and implementation of events and activities for 87 residents while following federal regulations. Job duties included supervising one full time employee and a large number of volunteers, documenting, budgeting, interviewing, ordering supplies and doing errands for residents.

Other Work Experience:

2008 – 2009	JCPenney – Fine Jewelry Sales Support
1992 – 1994	Autumn Passages Elder Care – Certified Nursing Assistant
1992-1995	Westport LTD (Division of Dress Barn) – Sales Associate
1991 (seasonal)	Bradlees Department Store – Sales Associate

Volunteer Experience:

NH Task for Prevention of Child Abuse – phone triage, 1984
Birth Right – phone triage, 1988
United Way – Team Captain 2005, 2010 and Division Chair 2008, 2009, 2010
United Way – Loaned Executive 2006 – 2010
American Cancer Society – Relay for Life Planning Committee 2002 -2010 (Event Chair 2005-2008)
American Cancer Society – New England Training Team, 2007-2010

Southern NH HIV/AIDS Task Force

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President/CEO	\$11,438	0	0
Wendy LeBlanc	Vice President	\$72,800	12.5%	\$9,100
Zena Ramirez	Medical Case Manager	\$45,760	5%	\$2,288
Magaly Rios	Medical Case Manager	\$43,680	2.5%	\$1,092
Kayla Fogg	Medical Case Manager	\$41,600	5%	\$2,080
Migdalia Rodriguez	Medical Case Manager	\$41,600	12.5%	\$5,200
Melissa Lane	Medical Case Manager	\$41,600	67.5%	\$28,080

Our President/CEO, oversees six agencies, with ours being one of the smallest. We only pay a small portion of his salary. This chart shows what our agency contributes towards his salary.