



Jeffrey A. Meyers  
Commissioner

Deborah D. Scheetz  
Director

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

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

May 21, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below, in an amount not to exceed \$1,172,670 of which \$100,000 is a share price limitation among all vendors to provide comprehensive family support services to children and young adults, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Price Limitation specific to vendor	Shared Price Limitation	Total Price Limitation
Community Crossroads Inc.	115293-B001	Atkinson	\$78,332	\$100,000	\$178,332
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	177278-B002	Dover	\$80,682	\$100,000	\$180,682
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784-B001	Nashua	\$78,332	\$100,000	\$178,332
Greater Seacoast Community Health	166629-B001	Somersworth	\$78,332	\$100,000	\$178,332
Monadnock Developmental Services, Inc.	177280-B002	Keene	\$78,332	\$100,000	\$178,332
VNA Home Health and Hospice Services, Inc.	154134-B001	Manchester	\$156,664	\$100,000	\$256,664
Waypoint	177166-B002	Manchester	\$521,996	\$100,000	\$621,996
		<b>Total</b>	<b>\$1,072,670</b>	<b>\$100,000</b>	<b>\$1,172,760</b>

Funds are anticipated to be available in the following account(s) for State Fiscal Year (SFY) 2020 and 2021, 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.

**See Attached Fiscal Details**

## **EXPLANATION**

The purpose of this request is for the provision of comprehensive family support services to children and young adults from birth to age twenty-one (21) with chronic health conditions (CYCHC) and their families. The Contractors will assist families with CYCHC to advocate for themselves; access resources; navigate systems; locate support groups; provide flexible funding for things such as emergency food, medicine, and transportation; and build competence to manage their own or their children's chronic illness. Family support efforts also include, but are not limited to enhancing communication with schools, attending Individualized Education Plan (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations. The Contractors will utilize family-centered education and evidence-based family support to accomplish these activities.

Each Partners in Health (PIH) site will maintain a Family Council made up of parents who have children with chronic illnesses. These Councils are involved with the sites' activities including, but not limited to parent education, recreational and social activities, support groups, and respite.

According to the most recent (2017) National Survey of Children's Health, New Hampshire has approximately 54,628 children with special health care needs. The survey also indicated that more than 84% of the state's children with special health care needs (CSHCN), from birth through age seventeen (17), did not receive care in a well-functioning system.

Approximately 1,025 individuals with special health care needs and their families will be served from July 1, 2019 through June 30, 2020.

In addition to funding amounts specific to each vendor, there is a \$50,000 shared price limitation per SFY, for a total shared price limitation of \$100,000, for costs associated with camperships and environmental modifications.

The Contractors listed in the table above were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from February 14, 2019 through March 27, 2019. In addition, a vendor's conference was held on March 4, 2019. The Department received eight (8) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, more than 1,000 children with chronic health conditions and their families will be impacted. They may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Children & Families, Social Services Block Grant. CFDA#93.667. FAIN#1801NHS0SR.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", with a stylized, cursive script.

Jeffrey A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		<b>Subtotal</b>		\$78,332

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$40,341
2021	102-500731	Contracts for program services	93017858	\$40,341
		<b>Subtotal</b>		\$80,682

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		<b>Subtotal</b>		\$78,332

Greater Seacoast Community Health (Vendor Code 166629-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		<b>Subtotal</b>		\$78,332

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
		<b>Subtotal</b>		\$78,332

VNA Home Health & Hospice (Vendor Code 154134-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	93017858	\$78,332
2021	102-500731	Contracts for program services	93017858	\$78,332
		<b>Subtotal</b>		\$156,664



**Attachment A  
Financial Details**

Waypoint (Vendor Code 177166-B002)

<b>Fiscal Year</b>	<b>Class / Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Total Amount</b>
Region 1				
2020	102-500731	Contracts for program services	93017858	\$127,354
2021	102-500731	Contracts for program services	93017858	\$127,354
Region 2				
2020	102-500731	Contracts for program services	93017858	\$46,927
2021	102-500731	Contracts for program services	93017858	\$46,927
Region 3				
2020	102-500731	Contracts for program services	93017858	\$39,166
2021	102-500731	Contracts for program services	93017858	\$39,166
Region 4				
2020	102-500731	Contracts for program services	93017858	\$47,551
2021	102-500731	Contracts for program services	93017858	\$47,551
			<b>Subtotal</b>	\$521,996
<b>Total Family Support Services</b>				<b><u>\$1,072,670</u></b>

Funding Amounts Shared by Vendors as follows:

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<b>Fiscal Year</b>	<b>Class / Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Total Amount</b>
2020	102-500731	Contracts for program services	93027858	\$50,000
2021	102-500731	Contracts for program services	93027858	\$50,000
			<b>Subtotal</b>	\$100,000



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Partners in Health Family Support  
Services for Children and Young Adults  
with Chronic Health Conditions

RFP-2020-DLTSS-01-PARTN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Seacoast Community Health

2. Lakes Region Community Services

3. Community Crossroads

4. VNA Home Health & Hospice Services, Inc.

5. Community Partners

6. Gateways Community Services

7. Monadnock Developmental Services, Inc.

8. Waypoint

Pass/Fail	Maximum Points	Actual Points
	200	190
	200	146
	200	157
	200	148
	200	170
	200	171
	200	138
	200	155

1. Deirdre Dunn Tierney, Family Support & Systems Administrator II, Bureau of SMS

2. Elizabeth Collins, Bureau Administrator & Title V CYSHCN Director, Bureau of SMS

Sue Moore, Clinical Program Manager-  
3. Health Care Coordinator, Bureau of SMS  
(attending Tech review only)

4. Sylvia Pelletier, Associate Director, NH Family Voices

5. Donna Walker, Financial Administrator III, DBH (attending Cost review-only )

6.

7.

8.

9.

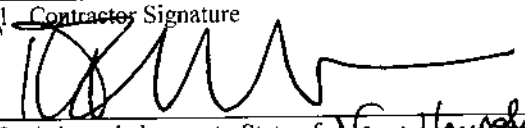
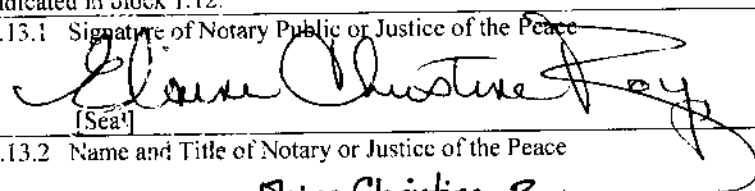
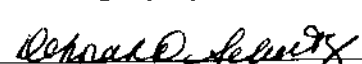
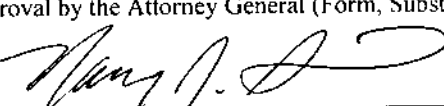
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-01)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive, Unit 801 Atkinson, NH 03811	
1.5 Contractor Phone Number 603-893-1299	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Ferrell Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> On <u>May 9, 2019</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. <b>ELAINE CHRISTINE ROY</b> Notary Public - State of New Hampshire My Commission Expires May 1, 2024			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] Notary Public			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory Deborah D. Scheetz, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region X as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.4.1. Flexible services using the elements of Family Centered Care;
  - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinator (FSC):
  - 2.5.1. Conducts a Needs Assessment that utilizes a strength-based approach and helps the family to build upon identified strengths.
  - 2.5.2. Identifies goals through discussions with the family regarding where in their community assistance can be obtained for their chronically ill child including, but not limited to:
    - 2.5.2.1. School.
    - 2.5.2.2. Church.
    - 2.5.2.3. Medical partnerships.
    - 2.5.2.4. Family relations.
    - 2.5.2.5. Friends.
    - 2.5.2.6. Neighbors.
  - 2.5.3. Develops the goals utilizing the SMART framework, which assures they are specific, measurable, achievable, realistic, and timely for the family.
  - 2.5.4. Encourages the family to take an active role in helping to achieve the established goals.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.8. The Contractor shall ensure the FSC meets with the family to:
  - 2.8.1. Complete the required intake paperwork.
  - 2.8.2. Understand the family's needs for their child.
- 2.9. The Contractor shall ensure the FSC sends a medical verification form to the child's primary practitioner to determine eligibility for the PIH program based on the chronic condition.
- 2.10. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by ensuring the FSC:





- 2.10.1. Engages family members in activities and events including, but not limited to:
  - 2.10.1.1. Movie nights.
  - 2.10.1.2. Bowling.
  - 2.10.1.3. IEP workshops.
  - 2.10.1.4. A summer boat cruise.
- 2.10.2. Encourages families to have mothers, fathers and siblings participate along with the PIH client.
- 2.10.3. Provides educational opportunities for families of CYSHCN to assist in navigating and managing their child's chronic health condition.
- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.12.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.12.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.12.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.12.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.12.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.12.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
  - 2.12.7. Practitioners work with families to mobilize formal and informal resources to support family development.
  - 2.12.8. Programs are flexible and continually responsive to emerging family and community issues.
  - 2.12.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.



- 2.13. The Contractor shall ensure adherence to the Principles of Family Support Practice by providing:
  - 2.13.1. Flexibility with meeting family needs.
  - 2.13.2. Respect for family requests.
  - 2.13.3. Unity with other families.
  - 2.13.4. Group activities for families.
- 2.14. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.15. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall:
  - 2.15.1. Maintain a twelve (12)-member PIH Family Support Council, which is actively involved in guiding family support services and overseeing the family support discretionary budget.
  - 2.15.2. Ensure the PIH Family Support Council and the Contractor's Council combine a two (2) hour meeting on a monthly basis in order that programs and families can share information and resources as well as plan events together.
  - 2.15.3. Ensure the FSC meets with the PIH Family Support Council a minimum of ten (10) times per State Fiscal Year.
  - 2.15.4. Ensure the FSC collaborates with other FSCs throughout the state at monthly meetings, planned events where all PIH coordinators attend and outreach to other PIH coordinators to maintain ongoing networking and partnerships.
  - 2.15.5. Maintain active membership with the Southern NH Public Health Network.
  - 2.15.6. Maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
    - 2.15.6.1. Child health services.
    - 2.15.6.2. Early supports and services providers.
    - 2.15.6.3. Parent information centers.
    - 2.15.6.4. State benefit programs.
    - 2.15.6.5. Local schools.
    - 2.15.6.6. Local hospitals and medical providers.



- 2.15.6.7. Local town and state governments.
- 2.16. The Contractor shall provide educational opportunities to families, and training and support activities to PIH Family Councils that include, but are not limited to:
- 2.16.1. Policy Partners Program: This seven-month series was developed by the Community Crossroads Public Policy/Outreach committee and is designed to teach family members the skills necessary to influence decision makers at all levels of government.
  - 2.16.2. NH Leadership Series: This learning opportunity through the UNH Institute on Disability trains families to be effective advocates for their children regardless of age or disability. Community Crossroads and Partners in Health supports several families financially to attend the series each year and has by far, the largest number of graduates in the State.
  - 2.16.3. Family Support Council Trainings: The Family Support Council provides a calendar on the agency website and an email distribution list to alert families to these trainings.
  - 2.16.4. Partners in Health Trainings: Trainings are offered to PIH families and coordinators through the Department, Family Voices and various other organizations.
  - 2.16.5. John Norton Memorial Scholarship: This award provides an opportunity for one (1) family member each year to attend the week-long training in community organizing through the Gamaliel Institute in Chicago where they learn advanced advocacy skills.
  - 2.16.6. Family Support Conference: This annual conference, sponsored by the Department and coordinated by the Contractor, gives families the opportunity to network with other families throughout the state and attend state of the art workshops. Each year our Family Support Councils sponsor several families to attend the conference as does our Fundraising Committee.
- 2.17. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure the FSC:
- 2.17.1. Assists families to prioritize the most important areas and determine goals to meet those needs through the needs assessment process.
  - 2.17.2. Works with families as they progress towards achieving their goals.
  - 2.17.3. Encourages and supports families to maintain their independence through access to training opportunities and information.



- 2.18. The Contractor shall respond to emerging issues identified by state agencies, communities, PIH Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.19. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.19.1. Biennial Department Survey.
  - 2.19.2. Biennial PIH Audit.
  - 2.19.3. Contract Compliance Reviews.
- 2.20. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.21. The Contractor shall participate in evaluation activities including, but not limited to:
  - 2.21.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
  - 2.21.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
  - 2.21.3. Maintaining a Quality Assurance committee.
  - 2.21.4. Engaging in a comprehensive planning process to create a strategic plan a minimum of once every three (3) years.
- 2.22. The Contractor shall ensure their Executive Director, acting in the capacity of Lead Agency Supervisor (LAS):
  - 2.22.1. Meets weekly with the FSC to discuss minutes from monthly PIH Family Council meetings.
  - 2.22.2. Is accessible to the FSC for questions or concerns regarding PIH clients or programming.
- 2.23. The Contractor shall ensure the FSC has access to training opportunities including, but not limited to:
  - 2.23.1. Department trainings.
  - 2.23.2. Family Voices trainings.
  - 2.23.3. Contractor trainings for topics covered in Subsection 3.10.



### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the LAS.
- 3.2. The Contractor shall ensure the LAS:
  - 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the FSC; and
  - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall employ one (1) Director of Quality Improvement.
- 3.8. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.8.1. Program needs.
  - 3.8.2. The individual's experience.
  - 3.8.3. The individual's additional training.



- 3.9. The Contractor shall ensure staff participation, as applicable, in:
  - 3.9.1. PIH staff orientation.
  - 3.9.2. Database training.
  - 3.9.3. LAS Meetings, at least quarterly.
  - 3.9.4. FSC supervision meetings, at least monthly.
  - 3.9.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
  - 3.9.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.10. The Contractor shall provide training and ensure LAS and FSC receive training in the following areas of the Standards of Quality for Family Strengthening and Support:
  - 3.10.1. Family Centeredness.
  - 3.10.2. Family Strengthening.
  - 3.10.3. Embracing Diversity.
  - 3.10.4. Community Building.
  - 3.10.5. Evaluation.
  - 3.10.6. Family Support.

#### 4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### 5. Sustainability



- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising including, but not limited to a grant from the Alexander Eastman Foundation.
  - 5.1.3. Accessing unencumbered general management funds from the Contractor's agency operating budget.

## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty-five (65) individuals per State Fiscal Year.



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.



**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



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

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services													
Contractor name		Community Crossroads, Inc.											
Budget Request for:		Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions											
Budget Period:		July 1, 2019-June 30, 2020 (SFY20)											
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1. Total Salary/Wages		45,655.00	1,500.00	47,155.00	26,489.00	1,500.00	27,989.00	19,166.00					19,166.00
2. Employee Benefits		13,574.00	400.00	13,974.00	13,574.00	400.00	13,974.00						
3. Consultants													
4. Equipment:													
Rental													
Repair and Maintenance													
Purchase/Depreciation													
5. Supplies:													
Educational													
Lab													
Pharmacy													
Medical													
Office													
6. Travel													
7. Occupancy		1,200.00	200.00	1,400.00	1,200.00	200.00	1,400.00						
8. Current Expenses													
Telephone			850.00				850.00						
Postage		250.00		250.00	250.00		250.00						
Subscriptions													
Audit and Legal			300.00				300.00						
Insurance			250.00				250.00						
Board Expenses													
9. Software			250.00				250.00						
10. Marketing/Communications													
Staff Education and Training		200.00		200.00	200.00		200.00						
12. Subcontracts/Agreements													
13. Other (specific details mandatory):													
Grant Funded Family Assistance		20,000.00		20,000.00				20,000.00					20,000.00
Grants Awarded for Family Assistance		10,000.00		10,000.00									
Grants Awarded for Family Assistance		(10,000.00)		(10,000.00)									
TOTAL		80,879.00	8,050.00	88,929.00	41,713.00	8,050.00	49,763.00	39,166.00					39,166.00
Indirect As A Percent of Direct 10.0%													

New Hampshire Department of Health and Human Services												
Contractor name: Community Crossroads, Inc.												
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions												
Budget Period: July 1, 2020-June 30, 2021 (SFY21)												
1. Total Salaries/Wages	\$ 47,024.00	\$ 1,500.00	\$ 49,524.00	\$ 27,859.00	\$ 1,500.00	\$ 29,358.00	\$ 19,166.00	\$ 19,166.00	\$ -	\$ -	\$ -	\$ 19,166.00
2. Employee Benefits	\$ 13,677.00	\$ 400.00	\$ 14,077.00	\$ 13,677.00	\$ 400.00	\$ 14,077.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ 200.00	\$ 1,400.00	\$ 1,200.00	\$ 200.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ 4,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Awarded Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 82,351.00</b>	<b>\$ 8,050.00</b>	<b>\$ 90,401.00</b>	<b>\$ 43,185.00</b>	<b>\$ 8,050.00</b>	<b>\$ 51,235.00</b>	<b>\$ 39,166.00</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,166.00</b>

9.8%

Indirect As A Percent of Direct



### **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.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.

**2. Renewal**

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES 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



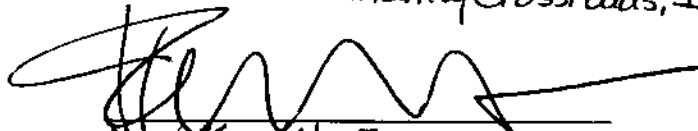
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

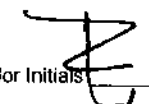
Place of Performance (street address, city, county, state, zip code) (list each location)

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

5/8/19  
Date

Vendor Name: Community Crossroads, Inc.

  
Name: Kenneth Ferreira  
Title: Board President

  
Vendor Initials  
Date 5/8/19



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

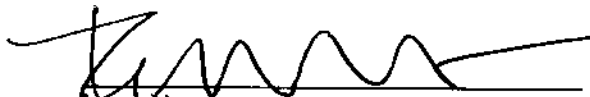
The undersigned certifies, to the best of his or her knowledge and belief, that:

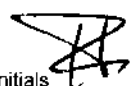
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Community Crossroads, Inc.

5/8/19  
Date

  
Name: Kenneth Ferreira  
Title: Board President

  
Vendor Initials  
Date 5/8/19



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

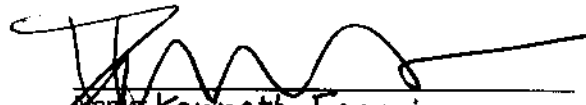
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

Vendor Name: *Community Crossroads, Inc.*

5/8/19  
Date

  
Name: *Kenneth Ferreira*  
Title: *Board President*

  
Date 5/8/19



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

The Vendor 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:

Vendor 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

Vendor Initials

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

5/8/19  
Date

Vendor Name: Community Crossroads, Inc.

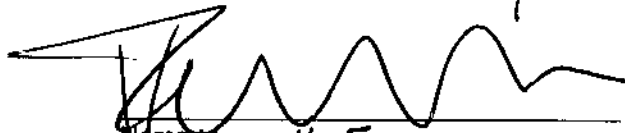
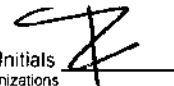
  
Name: Kenneth Ferreira  
Title: Board President

Exhibit G

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

Vendor Initials



Date 5/8/19





**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 Vendor 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 Vendor 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.

5/8/19  
Date

Vendor Name: Community Crossroads, Inc.  
  
Name: Kenneth Ferreira  
Title: Board President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

*[Handwritten Signature]*

Date 5/8/14



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Deborah D. Scheetz  
Signature of Authorized Representative

Deborah D. Scheetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-23-19  
Date

Community Crossroads, Inc.

Name of the Vendor

[Signature]  
Signature of Authorized Representative

Kenneth Ferreira  
Name of Authorized Representative

Board President  
Title of Authorized Representative

5/8/19  
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.

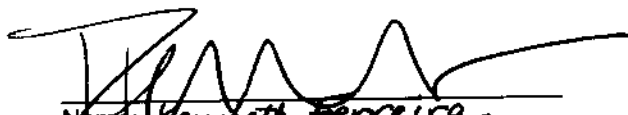
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name: Community Crossroads, Inc.

5/8/19  
Date

  
Name: Kenneth Ferreira  
Title: Board President

Vendor Initials FC  
Date 5/8/19





**FORM A**

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

1. The DUNS number for your entity is: 184213387
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO        YES

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

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

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

       NO        YES

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

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

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

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

Vendor Initials: [Signature]  
Date: 5/8/19



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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



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



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

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

  
5/8/19





- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

A handwritten signature in black ink, appearing to be 'J. B. Smith'.



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

A handwritten signature in black ink, appearing to be a stylized 'Z' or 'A'.

# State of New Hampshire

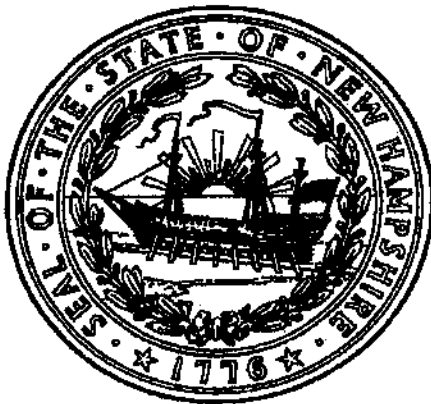
## Department of State

### CERTIFICATE

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

Business ID: 64839

Certificate Number: 0004500109



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

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, James Watson, do hereby certify that:


1. I am a duly elected Officer of Community Crossroads Inc.
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 May 6, 2019.

**RESOLVED:** That the President

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 8th day of May, 2019.

4. Kenneth Ferreira is the duly elected President of the Agency.

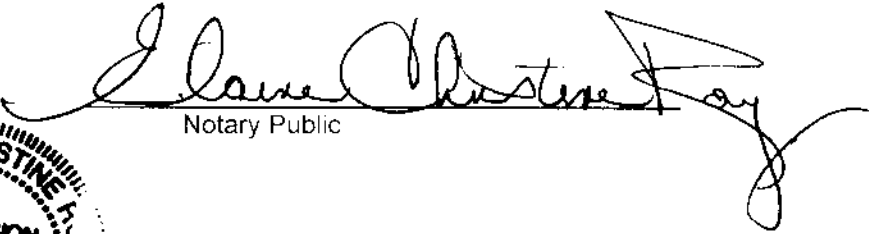
  
(Signature of the Vice President)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 8th day of May, 2019.

By James Watson  
Vice President, Board of Directors

  
Notary Public

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2019

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

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

PRODUCER	CONTACT NAME: Carrie Morgan
FIAI/Cross Insurance	PHONE (A/C, No, Ext): (603) 669-3218
1100 Elm Street	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: cmorgan@crossagency.com
Manchester NH 03101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co
	INSURER B: NY Marine & General Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 18-19 All lines	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1902995	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1903169	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB653531	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC201800007486 (3a.) NH	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1902995	11/01/2018	11/01/2019	Employee Dishonesty 500,000 Deductible 5,000

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

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services 105 Pleasant Street Concord NH 03301
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## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GUIDANCE. SUPPORT. ADVOCACY.

## **Mission**

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

## **Vision For Those We Serve**

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

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

## **Guiding Principles**

*We believe that those we serve:*

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

*We believe that in order to achieve our mission we must:*

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

*Financial Statements*

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**COMMUNITY CROSSROADS, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017  
AND  
INDEPENDENT AUDITORS' REPORT**

**COMMUNITY CROSSROADS, INC.**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

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Schedules of Functional Revenues	18 - 19



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

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditors' Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

***Report on Supplemental Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues on pages 18 & 19 are presented for purposes of additional analysis, and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone McDonnell & Roberts*  
*Professional Association*

December 18, 2018  
Dover, New Hampshire

**COMMUNITY CROSSROADS, INC.**

**STATEMENTS OF FINANCIAL POSITION**

**JUNE 30, 2018 AND 2017**

	<b><u>2018</u></b>	<b><u>2017</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,021,142	\$ 1,412,189
Accounts receivable	1,762,618	2,085,068
Due from related party	26,280	3,372
Investments	828,133	782,234
Other current assets	<u>50,301</u>	<u>59,227</u>
Total current assets	4,688,474	4,342,090
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>1,105,873</u>	<u>1,091,789</u>
Total assets	<b><u>\$ 5,794,347</u></b>	<b><u>\$ 5,433,879</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 47,361	\$ 62,382
Accounts payable	1,716,220	1,518,586
Refundable advances	389,332	618,505
Accrued expenses	77,020	49,205
Accrued payroll, benefits and related taxes	<u>266,952</u>	<u>263,015</u>
Total current liabilities	2,496,885	2,511,693
<b>LONG TERM LIABILITIES</b>		
Long term debt, net of current portion	<u>682,159</u>	<u>617,585</u>
Total liabilities	3,179,044	3,129,278
<b>UNRESTRICTED NET ASSETS</b>	<u>2,615,303</u>	<u>2,304,601</u>
Total liabilities and net assets	<b><u>\$ 5,794,347</u></b>	<b><u>\$ 5,433,879</u></b>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<b><u>2018</u></b>	<b><u>2017</u></b>
<b>SUPPORT AND REVENUES</b>		
Medicaid	\$ 24,617,862	\$ 22,970,165
State of NH - DHHS	1,685,923	1,220,848
Federal grant - DHHS	335,840	257,127
Fundraising	154,430	90,360
Client resources	149,570	140,962
Rent income	144,749	125,871
Residential fees	131,845	129,428
Contributions and miscellaneous grants	126,584	7,715
Other revenues	90,589	21,424
Production/service income	59,023	51,979
Interest and dividends	32,947	35,427
Net unrealized gain on investments	14,245	21,174
Net realized gain on investments	7,607	14,626
Third party insurance	2,511	14,901
Gain on sale of equipment	<u>-</u>	<u>1,000</u>
Total support and revenues	<u>27,553,725</u>	<u>25,103,007</u>
 <b>FUNCTIONAL EXPENSES</b>		
Program Services:		
Case management	1,454,525	1,143,269
Other DHHS funded programs	<u>24,188,613</u>	<u>22,493,911</u>
Total program services	<u>25,643,138</u>	<u>23,637,180</u>
 Supporting Activities:		
General management	1,348,400	1,342,782
Rental property management	153,227	165,440
Fundraising	<u>98,258</u>	<u>92,083</u>
Total supporting activities	<u>1,599,885</u>	<u>1,600,305</u>
Total functional expenses	<u>27,243,023</u>	<u>25,237,485</u>
 <b>INCREASE (DECREASE) IN NET ASSETS</b>	 310,702	 (134,478)
 <b>NET ASSETS, BEGINNING OF YEAR</b>	 <u>2,304,601</u>	 <u>2,439,079</u>
 <b>NET ASSETS, END OF YEAR</b>	 <u>\$ 2,615,303</u>	 <u>\$ 2,304,601</u>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<b><u>2018</u></b>	<b><u>2017</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 310,702	\$ (134,478)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	118,552	121,040
Net realized gain on investments	(7,607)	(14,626)
Net unrealized gain on investments	(14,245)	(21,174)
Gain on sale of property and equipment	-	(1,000)
Changes in operating assets and liabilities:		
Accounts receivable	322,450	126,370
Due from related party	(22,908)	9,553
Other current assets	8,926	22,896
Accounts payable	197,634	(24,735)
Refundable advances	(229,173)	(389,526)
Accrued expenses	27,815	(25,706)
Accrued payroll, benefits and related taxes	<u>3,937</u>	<u>(34,127)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>716,083</u>	<u>(365,513)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(32,636)	(72,945)
Purchase of investments	(56,615)	(110,515)
Proceeds from sale of investments	32,568	74,652
Proceeds from sale of equipment	<u>-</u>	<u>1,000</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(56,683)</u>	<u>(107,808)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long term debt	<u>(50,447)</u>	<u>(59,912)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(50,447)</u>	<u>(59,912)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	608,953	(533,233)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,412,189</u>	<u>1,945,422</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 2,021,142</u>	<u>\$ 1,412,189</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid for interest during the year	<u>\$ 30,953</u>	<u>\$ 26,410</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Equipment financed by long term debt	<u>\$ 100,000</u>	<u>\$ -</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2018 Totals
Salaries, wages, benefits and taxes	\$ 1,108,328	\$ 365,101	\$ -	\$ 59,982	\$ -	\$ -	\$ 758,680	\$ 317,528	\$ 2,809,619	\$ 888,607	\$ 3,496,226	\$ 57,631	\$ -	\$ 3,553,857
Subcontractors	-	-	-	-	3,543,252	-	12,396,836	-	15,940,088	-	15,940,088	-	-	15,940,088
Direct Care Contracted Staff	11,352	-	285,059	-	93,668	-	3,219,967	12	3,610,058	-	3,610,058	-	-	3,610,058
Client evaluations	83,755	-	-	1,239,329	-	-	-	-	1,303,084	-	1,303,084	-	-	1,303,084
Family Stipend for 521/525 services	-	-	-	-	-	-	912,115	-	912,115	-	912,115	-	-	912,115
Staff development	6,791	1,472	-	-	-	326,074	585	180	337,102	32,260	369,362	-	-	369,362
Assistance to individuals	25,854	56,377	-	-	-	-	146,594	-	228,825	-	228,825	-	-	228,825
Other professional fees	81,940	1,814	-	8,408	-	-	18,812	715	111,487	96,031	207,518	410	-	207,928
Travel	35,601	7,874	-	8,055	2,789	-	82,381	23,782	158,482	5,401	163,883	7,483	-	171,376
Other expenses	6,872	116	-	1,251	-	613	989	2,021	12,062	53,405	65,467	523	98,258	164,248
Depreciation	-	-	-	-	-	-	-	-	-	118,552	118,552	-	-	118,552
Medical and therapies	-	-	-	-	3,618	-	88,451	61	92,140	-	92,140	-	-	92,140
Family assistance	-	84,644	-	-	-	-	-	-	84,644	-	84,644	-	-	84,644
Maintenance and repairs	7,744	2,222	-	509	-	-	8,462	-	18,937	6,854	25,791	41,630	-	67,421
Office supplies	19,862	5,700	-	1,305	-	-	43	-	26,910	31,548	58,458	1,299	-	59,757
Mortgage expense	-	-	-	-	-	-	21,226	-	21,226	-	21,226	30,953	-	52,179
Insurance	20,428	6,862	-	1,342	-	-	3,019	-	30,651	15,529	46,180	1,337	-	47,517
Client consumables	-	34,456	-	-	-	16	4,800	48	39,318	-	39,318	58	-	39,376
Utilities	11,569	3,319	-	760	-	-	6,040	-	21,688	8,781	30,449	7,434	-	37,883
Telephone and communications	17,257	4,951	-	1,133	-	-	-	-	23,341	13,067	36,408	1,130	-	37,538
Audit fees	-	-	-	-	-	-	-	-	-	35,900	35,900	-	-	35,900
Other occupancy costs	11,765	3,376	-	773	-	-	3,342	-	19,256	8,909	28,165	770	-	28,935
Equipment rental	8,009	2,298	-	526	-	-	-	-	10,833	8,064	16,897	524	-	17,421
Accounting	-	-	-	-	-	-	1,700	-	1,700	15,208	16,908	-	-	16,908
Postage and shipping	6,445	1,849	-	423	-	-	(261)	-	8,456	4,680	13,336	422	-	13,758
Printing	4,787	1,368	-	313	-	-	-	-	6,448	3,669	10,117	313	-	10,430
Legal fees	4,292	1,232	-	282	-	-	-	-	5,806	3,250	9,056	280	-	9,336
Building and household	1,731	498	-	132	-	-	790	-	3,149	1,287	4,436	1,020	-	5,456
Payment in lieu of taxes	-	-	-	-	-	-	5,425	-	5,425	-	5,425	-	-	5,425
Membership dues	-	-	-	-	-	-	-	125	125	781	906	-	-	906
Advertising	163	-	-	-	-	-	-	-	163	437	600	-	-	600
<b>Total</b>	<b>\$ 1,454,525</b>	<b>\$ 584,527</b>	<b>\$ 285,059</b>	<b>\$ 1,322,521</b>	<b>\$ 3,643,327</b>	<b>\$ 328,903</b>	<b>\$ 17,879,806</b>	<b>\$ 344,470</b>	<b>\$ 25,643,138</b>	<b>\$ 1,348,400</b>	<b>\$ 26,991,538</b>	<b>\$ 153,227</b>	<b>\$ 98,258</b>	<b>\$ 27,243,023</b>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CPI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2017 Totals
Salaries, wages, benefits and taxes	\$ 812,767	\$ 302,589	\$ -	\$ 53,431	\$ -	\$ -	\$ 692,782	\$ 240,423	\$ 2,101,992	\$ 946,548	\$ 3,048,540	\$ 74,348	\$ -	\$ 3,122,888
Subcontractors	-	-	-	-	3,451,034	-	11,052,925	-	15,103,959	-	15,103,959	-	-	15,103,959
Direct care contracted staff	4,247	1,856	289,651	-	131,581	-	2,885,572	28	3,312,935	-	3,312,935	-	-	3,312,935
Client evaluations	37,002	-	-	1,044,962	-	-	55,150	-	1,137,134	-	1,137,134	-	-	1,137,134
Family Stipend for 521/525 services	-	-	-	-	-	-	595,015	-	595,015	-	595,015	-	-	595,015
Other professional fees	74,419	944	-	228,886	-	190	17,223	40	321,702	76,564	398,266	235	-	398,501
Staff development	3,682	1,922	-	-	-	311,649	-	777	318,230	3,002	321,232	-	-	321,232
Assistance to individuals	30,619	102,942	-	-	-	-	135,895	-	269,456	-	269,456	-	-	269,456
Travel	39,184	8,405	-	5,602	1,218	7	81,408	19,750	155,674	8,593	164,187	6,756	-	170,923
Other expenses	11,920	435	-	81	-	517	-	531	13,484	56,176	69,660	619	92,083	162,362
Depreciation	-	-	-	-	-	-	-	-	-	121,040	121,040	-	-	121,040
Family assistance	-	74,300	-	-	-	-	-	-	74,300	-	74,300	125	-	74,425
Maintenance and repairs	9,678	2,777	-	636	-	-	5,311	-	16,402	7,328	25,730	44,895	-	70,725
Insurance	20,709	5,916	-	1,354	-	-	3,019	-	30,998	18,613	49,611	1,350	-	50,961
Mortgage expense	-	-	-	-	-	-	21,133	-	21,133	-	21,133	26,410	-	47,543
Office supplies	23,039	4,847	-	1,110	-	-	815	433	30,244	13,575	43,819	1,107	-	44,926
Medical and therapies	18,642	-	-	-	-	-	14,575	-	33,217	-	33,217	-	-	33,217
Telephone and communications	14,380	4,126	-	944	-	-	-	-	19,450	10,950	30,400	941	-	31,341
Utilities	9,002	2,582	-	591	-	-	4,776	-	16,951	8,079	25,030	5,114	-	30,144
Audit fees	-	-	-	-	-	-	-	-	-	30,000	30,000	-	-	30,000
Other occupancy costs	11,570	3,320	-	760	-	-	3,139	-	16,789	8,781	27,550	758	-	28,308
Equipment rental	10,900	3,127	-	716	-	-	-	-	14,743	8,254	22,997	714	-	23,711
Accounting	-	-	-	-	-	-	1,700	-	1,700	13,775	15,475	-	-	15,475
Postage and shipping	4,928	1,414	-	324	-	-	-	-	6,666	3,945	10,611	323	-	10,934
Building and household	2,383	684	-	156	-	-	1,917	-	5,140	1,761	6,901	1,367	-	8,268
Legal fees	2,963	850	-	195	-	-	-	-	4,008	2,244	6,252	194	-	6,446
Payment in lieu of taxes	-	-	-	-	-	-	5,188	-	5,188	-	5,188	-	-	5,188
Client consumables	-	-	-	-	-	-	5,040	-	5,040	-	5,040	-	-	5,040
Printing	896	256	-	58	-	-	-	-	1,211	2,314	3,525	59	-	3,584
Membership dues	-	15	-	-	-	-	-	65	80	1,185	1,265	-	-	1,265
Advertising	339	-	-	-	-	-	-	100	439	75	514	25	-	539
<b>Total</b>	<b>\$ 1,143,269</b>	<b>\$ 523,307</b>	<b>\$ 289,651</b>	<b>\$ 1,339,827</b>	<b>\$ 3,583,833</b>	<b>\$ 312,563</b>	<b>\$ 16,182,583</b>	<b>\$ 262,147</b>	<b>\$ 23,637,180</b>	<b>\$ 1,342,782</b>	<b>\$ 24,979,962</b>	<b>\$ 165,440</b>	<b>\$ 92,083</b>	<b>\$ 25,237,485</b>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

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

**Nature of Business**

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

**Method of Accounting**

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

**Basis of Presentation**

The financial statement presentation follows the recommendations of FASB ASC 958 *"Not-for-Profit Entities – Presentation of Financial Statements"*. Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2018 and 2017, the Organization had only unrestricted net assets.

**Use of Estimates**

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



### **Donated Services**

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2018 and 2017. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

### **Fair Value of Financial Instruments**

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

### **Cash Equivalents**

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2018 and 2017 were \$13,277 and \$12,119, respectively.

### **Investments**

The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

### **Accounts Receivable**

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2018 and 2017. Accordingly, no allowance for doubtful accounts is considered necessary.

### **Property and Equipment**

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

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 3 to 30 years.

Depreciation expense for the years ended June 30, 2018 and 2017 was \$118,552 and \$121,040, respectively.

### **Income Taxes**

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

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2016 - 2018), and has concluded that no provision for income tax is required in the Organization's financial statements.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting activities benefited.

### **Restricted and Unrestricted Revenue and Support**

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions.

The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2018 or 2017.

### **Advertising**

Advertising costs are expensed as they are incurred.

### **Accrued Vacation**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2018 and 2017 were approximately \$203,000 for both years.

### **NOTE 2. CONCENTRATIONS OF CREDIT RISK**

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$1,965,000 and \$1,064,000 at June 30, 2018 and 2017, respectively. Of those excess amounts, \$1,965,000 and \$933,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2018, they were not uninsured. There were no uninsured amounts at June 30, 2018 and \$131,000 uninsured at June 30, 2017.

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

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

The Organization received approximately 91% and 92% of its funding from Medicaid for the years ended June 30, 2018 and 2017, respectively. At June 30, 2018 and 2017, Medicaid accounted for approximately \$1,695,728 and \$2,044,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 7% and 6% of its funding from DHHS for the years ended June 30, 2018 and 2017, respectively.

**NOTE 3. PROPERTY AND EQUIPMENT**

Property and equipment at June 30, 2018 and 2017 consists of the following:

	<u>Life In Years</u>	<u>2018</u>	<u>2017</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	253,096	239,796
Equipment and furniture	3-5	472,389	472,389
Vehicles	5	89,548	89,548
Improvements	10-20	<u>703,372</u>	<u>584,036</u>
		3,282,325	3,149,689
		<u>(2,176,452)</u>	<u>(2,057,900)</u>
Less accumulated depreciation			
Total property and equipment, net		<u>\$ 1,105,873</u>	<u>\$ 1,091,789</u>

**NOTE 4. INVESTMENTS**

At June 30, 2018 and 2017, the Organization's investments consists of the following:

	<u>2018</u>		<u>2017</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 565,948	\$ 520,962	\$ 538,983	\$ 499,632
Exchange traded funds	<u>262,185</u>	<u>216,387</u>	<u>243,251</u>	<u>206,727</u>
Total	<u>\$ 828,133</u>	<u>\$ 737,349</u>	<u>\$ 782,234</u>	<u>\$ 704,342</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

**NOTE 5. FAIR VALUE MEASUREMENTS**

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

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

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

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

- Level 2      Inputs to the valuation methodology include:
- quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets or liabilities in inactive markets;
  - inputs other than quoted prices that are observable for the asset or liability; and,
  - inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

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

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

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

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

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

As of June 30, 2018 and 2017, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2018</u>	<u>2017</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 64,237	\$ 60,813
Growth funds	239,856	238,978
Income funds	87,123	77,059
Bond funds	174,731	162,133
Exchange traded funds, at fair value:		
Fixed income funds	137,457	125,887
Capital appreciation funds	<u>124,729</u>	<u>117,364</u>
Total investments at fair value	<u>\$ 828,133</u>	<u>\$ 782,234</u>

**NOTE 6. LONG TERM DEBT**

Long term debt at June 30, 2018 and 2017 consists of the following:

	<u>2018</u>	<u>2017</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 3.18%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 115,684	\$ 126,310

Adjustable rate mortgage note payable to a bank in monthly installments of \$3,566 for principal and interest at 4.28% through February 2018. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due January 2024.	447,667	364,969
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Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.

151,029      160,179

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

15,140	28,509
729,520	679,967
(47,361)	(62,382)
<u>\$ 682,159</u>	<u>\$ 617,585</u>

Less current portion

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

Year Ended June 30	Amount
2019	\$ 47,361
2020	38,215
2021	37,464
2022	39,048
2023	40,700
Thereafter	<u>526,732</u>
	<u>\$ 729,520</u>

**NOTE 7. LINE OF CREDIT**

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There was no balance due on the LOC at June 30, 2018 or 2017.

**NOTE 8. REFUNDABLE ADVANCES**

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

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

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$389,332 and \$618,505 at June 30, 2018 and 2017, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

**NOTE 9. DEFINED CONTRIBUTION PLAN**

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$112,523 and \$105,561 in 2018 and 2017, respectively.

**NOTE 10. CLIENT FUNDS**

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$386,000 and \$342,000 as of June 30, 2018 and 2017, respectively.

**NOTE 11. SPECIAL EVENTS AND FUNDRAISING**

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

	<u>2018</u>	<u>2017</u>
Golf tournament revenue	\$ 38,629	\$ 46,668
Less: golf tournament expense	<u>(21,496)</u>	<u>(22,042)</u>
Net golf tournament revenue	<u>17,133</u>	<u>24,626</u>
Other special events revenue	38,810	37,651
Gaming activities	76,991	6,041
Less: other special events expenses	<u>(18,511)</u>	<u>(12,858)</u>
Net other special events revenue	<u>97,290</u>	<u>30,834</u>
Special events and fundraising, net	<u>\$ 114,423</u>	<u>\$ 55,460</u>



**NOTE 12. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 18, 2018, the date the financial statements were available for issuance.

**COMMUNITY CROSSROADS, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Non-DHHS Programs	2018 Total
Medicaid	\$ 885,440	\$ 196,821	\$ 265,316	\$ 439,851	\$ 3,968,607	\$ -	\$ 16,513,116	\$ 347,611	\$ 24,617,862	\$ 1,685,923	\$ 24,617,862	\$ -	\$ -	\$ -	\$ 24,617,862
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,685,923	1,685,923	-	-	-	1,685,923
Federal grant - DHHS	-	-	-	193,259	-	142,581	-	-	335,840	-	335,840	-	-	-	335,840
Other revenues	-	31,639	15,000	-	-	-	-	-	46,639	43,950	90,589	-	154,430	-	245,019
Client resources	-	-	-	-	17,042	-	132,528	-	149,570	-	149,570	144,749	-	-	149,570
Rent income	-	-	-	-	-	-	131,845	-	131,845	-	131,845	-	-	-	144,748
Contributions and grants	-	-	-	-	-	-	-	-	-	126,584	126,584	-	-	-	131,845
Production services income	-	-	-	-	-	-	-	-	-	59,023	59,023	3,637	-	-	126,584
Interest and dividends	-	-	-	-	-	-	-	-	-	29,310	29,310	-	-	-	59,023
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	14,245	32,947
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	7,607	14,245
Third party insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,607
	-	-	-	2,511	-	-	-	-	2,511	-	2,511	-	-	-	2,511
<b>Total</b>	<b>\$ 885,440</b>	<b>\$ 228,560</b>	<b>\$ 281,316</b>	<b>\$ 633,621</b>	<b>\$ 3,985,649</b>	<b>\$ 142,581</b>	<b>\$ 18,777,489</b>	<b>\$ 347,611</b>	<b>\$ 25,284,267</b>	<b>\$ 1,944,790</b>	<b>\$ 27,229,057</b>	<b>\$ 148,386</b>	<b>\$ 154,430</b>	<b>\$ 21,852</b>	<b>\$ 27,553,725</b>

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2017

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Non-DHHS Programs	2017 Total
Medicaid	\$ 818,565	\$ 187,078	\$ 311,716	\$ 387,386	\$ 3,795,510	\$ -	\$ 17,085,772	\$ 286,738	\$ 22,970,165	\$ 1,222,032	\$ 22,970,165	\$ -	\$ -	\$ -	\$ 22,970,165
State of NH - DHHS	-	-	-	-	-	-	-	-	-	-	-	(1,164)	-	-	1,220,948
Federal grant - DHHS	-	-	-	150,392	-	108,735	-	-	257,127	-	257,127	-	-	-	257,127
Client resources	-	-	-	-	18,460	-	124,502	-	140,962	-	140,962	-	-	-	140,962
Rent income	-	-	-	-	-	-	128,428	-	128,428	-	128,428	-	-	-	128,428
Other revenues	-	6,378	11,259	-	-	60	-	-	17,688	3,736	21,424	125,871	90,380	-	111,784
Production/service income	-	-	-	-	-	-	-	-	51,979	51,979	51,979	-	-	-	51,979
Interest and dividends	-	-	-	-	-	-	-	-	33,171	33,171	33,171	2,256	-	-	35,427
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	21,174	21,174
Third party insurance	-	-	-	14,901	-	-	-	-	14,901	-	14,901	-	-	-	14,901
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	14,626	14,626
Contributions and grants	-	-	-	-	-	-	-	-	-	7,715	7,715	-	-	1,000	7,715
Gain on sale of property & equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Total	\$ 918,565	\$ 193,457	\$ 322,986	\$ 552,679	\$ 3,813,970	\$ 108,785	\$ 17,335,702	\$ 286,738	\$ 23,630,271	\$ 1,318,633	\$ 24,948,904	\$ 128,943	\$ 90,360	\$ 36,800	\$ 25,103,007

**Community Crossroads Board of Directors  
Membership Roster**

	Town Represented	Term expires		
Lorraine Butler	Derry	2020	©	Consumer
Kathleen Dayotis	Atkinson	2020		
John DeBaun	Sandown	2018		
Jim Dickerson, DMD	Salem	2020		
Kenneth Ferreira		2020	©	Family Member
Cathy Forgit	Hampstead	2019	©	Family Member
Dawn George	Hampstead	2020		
Elaine Lavin	Salem	2019	©	Family Member
Robin Knight	Sandown	2019	©	Family Member
Cathy Spinney	Pelham	2020	©	Family Member
Barbara Strzykalski	Atkinson	2020	©	Family Member
James Watson	Derry	2020	©	Family Member
Laurie Giguere	Salem	©	(Liaison from Family Support Council)	

\*\*© denotes Consumer

**Officers:**

Kenneth Ferreira, President	2019
James Watson, Vice President	2019
John DeBaun, Treasurer	2019
Cathy Forgit, Secretary	2019

Updated 7/18

# Dennis Powers

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## Summary of Qualifications

### Professional Experience:

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

### Non Profit Experience:

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

## Employment Experience

2011- Present  
Community Crossroads  
Atkinson, NH

### **President and Chief Executive Officer**

Serve as the CEO of a non- profit corporation with an operating budget of \$24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

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

### **Executive Director**

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

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

**Director**

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

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

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

**Executive Director**

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

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

1988 – 1990

Career Paths

Harrisonburg, Virginia

**Chief Executive Officer**

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

1985 – 1988

Department of Internal Medicine

Medical College of Virginia /

Virginia Commonwealth University

Richmond, Virginia

**Administrator**

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

1982 - 1985

Maryland Dept. of Health & Mental Hygiene

Mental Retardation & Developmental Disabilities Administration

Baltimore, Maryland

**Director, Intensive Behavior Management Program**

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

**Director, Phillips Program**

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

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

1977 – 1982  
Columbus Developmental Center  
Columbus, Ohio

**Health Services Administrator**

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

**Assistant Program Director**

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

**Unit Manager**

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

1973 - 1977  
Northern Virginia Training Center for the Mentally Retarded  
Fairfax, Virginia

**Team Leader**

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



### **Developmental Technician**

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

### **Developmental Aide**

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

## **Education**

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

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

### **B.S. Psychology (1971)**

Saint Joseph's University- Philadelphia, PA.

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

## **Additional Professional Activities**

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

## **Community Board Memberships**

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

# **Cynthia Mahar**

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## **Profile**

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Thirty year career in Human Services in support of people with developmental disabilities.
- Twenty years' experience in senior management
- Managed agency operations of over 100 employees with an annual operating budget of \$24 million.

## **Experience**

### **2011 – Present**

Community Crossroads, Inc. Atkinson, NH  
Executive Director

- Organizational operations and services to over 1,000 Individuals with developmental disabilities and acquired brain disorders and their families, and adult & seniors with chronic health conditions.
- Report directly to the Chief Executive Officer.
- Oversight of \$24 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

### **2009-2011**

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

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

**1993-2009**

**Region 10, CSS, Inc.**

**Atkinson NH**

**Community Services Director**

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

**1990-1992**

**Director of Service Coordination**

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

**1987-1992**

**Vocational Services Director**

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

**Education**

**2006 Masters Degree in Business Administration**

Franklin Pierce College

Rindge NH

**1986 Bachelors of Arts Degree in Human Services Administration**

Merrimack College, North Andover, Ma

**1980 Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

**Member Affiliations**

- 2017 Award: Inductee to Greater Haverhill Tribute To Women.
- 2010 Brain Injury Association of New Hampshire Board
- 2013 – Present Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

# Ann-Marie Miller

## SUMMARY

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Progressive financial manager with over 15 years of experience supporting for-profit and not-for-profit organizations. Proficient in all aspects of financial management, including budget preparation, audit, staff supervision and coaching, Federal and state government grant reporting, financial systems, third-party billing, and financial and investment reporting. Confident board-level liaison, skilled in reporting to audiences with varying degrees of financial and statistical knowledge. Committed to cultivating the next generation of financial professionals.

## KEY SKILLS

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- Comfortable managing complex organizational needs
  - Support across multiple programs and cost centers
  - Meeting requirements of government regulations, contractual language, and donor restrictions
  - Managing net assets, including unrestricted, temporarily restricted, and permanently restricted funds
- Extensive experience employing technology in support of program
  - Financial software applications, including Microsoft Dynamics, BTS, NH LEADS, Blackbaud Financial Edge and Raiser's Edge, QuickBooks, and other programs
  - Microsoft Office, including spreadsheet modeling and analysis via Excel
  - Oversight of database conversions and upgrades
- Skilled presenter of financial data and concepts to diverse audiences
  - Reporting to senior management and directors
  - Support for annual reviews by external auditors
  - Introduction of financial basics to junior staff and students

## PROFESSIONAL EXPERIENCE

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### Community Crossroads (Atkinson, NH)

2018-present

#### *Chief Financial Officer*

Oversee the financial operations of the Area Agency consistent with all applicable regulations and practices with an annual budget of \$20 million.

- *Finance Operations:* Supervise, train, and mentor finance department staff. Monitor and review the accounting records. Prepare financial statements for presentation to the President/CEO and Executive Director. Perform analysis of financial trends for the Area Agency and make recommendations to the President/CEO and Finance Committee. Monitor and review the periodic financial reports from our contracted providers and assist the provider in assuring their compliance with standard accounting procedures and any special regulations from the State and Federal government. Work collaboratively with the Bureau of Developmental Services to identify flexible approaches to Medicaid funded services. Prepare and analyze annual budget by department.
- *Auditing and Compliance:* Liaison to external auditors. Prepare and analyze audit schedules. Review audited financial statements and 990 Information return for accuracy and reconciliation to the trial balance. Prepare documentation for Bureau of Developmental Services audits as well as external payroll audits, and respond to any questions. Work as fiscal agent for the Family Support Conference and People FIRST.
- *Grants Support:* Prepare and analyze general ledger, including cost centers, in compliance with Federal, State and grant funding requirements. Complete expense analyses and fiscal reports required for grant funding contracts.

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**New Hampshire Historical Society (Concord, NH)**

2012-2018

**Director of Finance**

Led all aspects of financial management for a non-profit cultural institution with an annual budget of \$1.8 million and an endowment of \$13 million. Directed the organization's human resource functions for ten full-time and 20 part-time staff.

- *Finance Operations:* Supervised, trained, and mentored finance department staff. Prepared and analyzed annual budget by department, working closely with Senior Management and department directors, for presentation to the Executive and Finance Committees of the Board of Directors. Prepared and presented financial statements for the Treasurer of the Board of Directors, Finance Committee, and senior staff.
- *Investments:* Reported endowment activity and reconciled general ledger and investment manager statements. Maintained earnings and expense documentation for board designated, temporarily restricted, and permanently restricted funds in accordance with donor restrictions. Prepared reports for the Investment Committee of the Board of Directors.
- *Human Resources:* Oversaw payroll and benefits, as well as compliance with Federal and State Labor Department rulings. Monitored and updated organizational policies and procedures.
- *Auditing and Compliance:* Liaison to external auditors. Prepared and analyzed audit schedules. Reviewed audited financial statements and 990 Information return for accuracy and reconciliation to the trial balance.
- *Grants Support:* Prepared and analyzed general ledger, including cost centers, in compliance with Federal, State and grant funding requirements. Completed expense analyses and fiscal reports required for grant funding contracts.

**Manchester Community Health Center (Manchester, NH)**

2009-2012

**Chief Financial Officer**

Directed financial operations for a non-profit healthcare institution with four locations and over 16,000 patients. Supervised, trained, and coached patient account staff and accounting staff. Responsible for the development, implementation and monitoring of all financial systems, records, and controls encompassing patient receivables, accounts payable, general accounting, grants and contracts, and payroll. Supported senior management and Board of Directors by providing budget models, overseeing auditing and technical visits, creating financial analyses, and negotiating insurance policies.

Created and submitted grant requests and grant reports for Federal ARRA and Earmark grants using the Federal Electronic Handbook and other Federal portals. Completed calculations and requests for Federal drawdowns using Federal portal.

**Mental Health Center of Greater Manchester (Manchester, NH)**

2007-2009

**Director of Finance**

Directed financial operations for a non-profit organization providing support for mental health in four locations to over 11,000 clients. Reorganized, coached, and supervised business office and accounting staff, and monitored policies and procedures for those departments. Managed general ledger, financial statements and governmental reporting, audits, budgeting, billing and accounts receivable, client fees and financial assistance, and contract rate negotiations.

**United Methodist Foundation of NE (Hampstead, NH)**

2000-2007

**Director of Finance and Administration**

Managed financial operations, personnel, and reporting for a non-profit organization with a mission to strengthen the financial capacity of affiliated churches and agencies. Analyzed, managed, and reported on \$72 million investment portfolio, implemented improved controls and internal processes, decreasing monthly closing process by 14 days and establishing electronic transfer protocols. Member of Investment Committee and Strategic Planning Task Force.

## **ACADEMIC EXPERIENCE AND CURRICULA**

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**Southern New Hampshire University – Graduate School of Business** (Manchester, NH) 2016-present  
*Adjunct Faculty*

Design and deliver instruction to graduate degree candidates within the MBA track. Courses include "Accounting and Financial Analysis" and "Finance, Economics, and Business Decision Making."

**Great Bay Community College** (Portsmouth, NH) 2015-present  
*Adjunct Faculty*

Design and deliver instruction to candidates for undergraduate degrees. Courses include "Accounting II," "Intermediate I," and "Introduction to Business."

## **EDUCATION**

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**Southern New Hampshire University (New Hampshire College) Graduate School of Business**  
Masters in Business Administration.

**Southern New Hampshire University (New Hampshire College)**  
BS with Honors. Major: Office Administration. Minor: Accounting.

# Elaine Christine Roy

## SUMMARY

- Extensive Management Experience
- Outstanding Interpersonal Abilities
- Proven Leadership Skills
- Comprehensive Business Management Experience
- Superior Communication, Interpersonal and Problem Solving Skills

## PROFILE

I am an enthusiastic team player eager to accept new responsibilities. I have a natural ability to communicate well with people, possess keen attention to detail and follow through and a proven track record of professional success utilizing my extensive business background combined with outstanding work ethics and core values.

## QUALIFICATIONS

- Management/Supervision
- Training
- Business Operations
- Development
- Public Relations
- Computer/MIS experience
- Conflict Resolution Skills
- Fundraising
- Human Resources
- Community Volunteer
- Contract Negotiations
- Managed Care/Insurance
- Marketing/Promotions
- Property Management
- Owned Small Business

## EXPERIENCE

- |   |              |
|---|--------------|
| <b>Associate Director</b><br>Region 10 Community Support Services Inc, Atkinson, NH | 1989-Present |
| <b>Engineering Department Manager</b><br>Lewis Builders, Inc, Atkinson, NH          | 1987-1989    |
| <b>Planning &amp; Building Manager</b><br>Town of Atkinson, Atkinson, NH            | 1986-1987    |
| <b>Owner/Manager</b><br>Stockton Pump & Drilling Company, El Cajon, CA              | 1980-1986    |

## EDUCATION

- |   |  |
|---|--|
| Daniel Webster College, Nashua, NH        | MSCE (Microsoft Certified Engineer-NT) |
| San Diego State University, San Diego, CA | Business Administration                |
| Grossmont College, El Cajon, CA           | Business Administration                |

## REFERENCES

Business and Personal Recommendations Available On Request



## MAURA K. PENNISI

### **EDUCATION**

<b>Nashua Community College, Nashua, NH</b> <u>Associate Degree/Speech and Language Pathology Assistant, graduated Summa Cum Laude</u> <u>SLA License in NH and MA</u>	1/2012 – 5/2014
<b>University of New Hampshire, Durham, NH</b> <u>Graduate Certificate in Assistive Technology</u>	1/2012 – 12/2013
<b>University of Lowell, Lowell, MA</b> <u>Bachelor of Science, Health Services Administration, graduated Cum Laude</u>	9/1979 - 5/1982
<b>Merrimack College, North Andover, MA</b> <u>Accounting Major</u>	9/1977 - 5/1979

### **EXPERIENCE**

<b>SPEECH AND LANGUAGE ASSISTANT / INTERNSHIP</b> 50 hour internship at Golden Brook School, Windham, NH. Worked with students in Kindergarten. 50 hour internship at Pelham Elementary School, Pelham, NH. Worked with students in Grades 3-5.	1/1/14 – 4/25/14
<b>GATEWAYS COMMUNITY SERVICE, Nashua, NH</b> <u>Program Manager</u> Solely managed "PARTNERS IN HEALTH" program for the Region 10 area, serving 11 area towns. Wrote and received 3 grants for program. Same description as below.	1/1/2005 - Present
<b>CHILD AND FAMILY SERVICES, Derry, NH</b> <u>Program Manager</u> Solely started, organized and recruited now 80 children for the "PARTNERS IN HEALTH" program, working with families of children with chronic health conditions. Work with community resources and organizations to meet family's needs, write grants for equipment and financial help for families, initiate and facilitate a monthly 10 member "Family Support Council" for the program, file monthly reports to lead agency and state agency, As of 12/31/04 Child and Family Services could no longer financially house the program, contract transferred to Gateways Community Service.	5/2002-12/2004
<b>TOWN OF WINDHAM, Windham, NH</b> <u>School District Treasurer</u> Responsible for balancing monthly bank statements (\$42,000,000 yearly budget) and signing checks for vendors and school employees for three schools. Use of Excel and Quick Books.	3/2001 – 7/2012
<b>Substitute Teacher or Assistant for Middle School</b> Class instructor for children in grades six through eight or one-on-one aide for children with various learning disabilities and special needs.	9/1999 – 6/2002
<b>SALEM PSYCHOLOGICAL ASSOCIATES, Salem, NH</b> <u>Medical Biller, Bookkeeper</u> Solely responsible for medical billing, posting and follow up on aged accounts for seven psychologists and one psychiatrist during a ten hour work week. Also responsible for weekly payroll for staff of nine and accountable for depositing weekly receipts. On my own initiative, collected \$30,000 in aged accounts for year 2000. Use of Excel, Quick Books and Delphi medical billing system.	7/1999 – 4/2002

<p><b>HILL ASSOCIATES, Plaistow, NH</b>  <u>Accounts Receivable Representative</u>          Processed all information necessary to render and adjudicate claims, including collections and payment distribution for Claims Management customers for mental health billing company. Processed daily correspondence necessary to bill insurance carriers and special handling of claims. Referenced A/R reports to insure accuracy in billing weekly. Reconciled customer problems and complaints. Communicated frequently with insurance carriers via telephone or fax to verify claim status. Utilized collection follow-up reports to research outstanding claims daily. Processed denials regularly by researching reasons for denials and implementing a resolution.</p>	<p>3/1999 - 11/1998</p>
<p><b>DR. MICHAEL F. SANDLER, Salem, NH</b>  <u>Patient Accounts Representative</u>          Provided administrative support fifteen hours a week for a doctor of internal medicine. Calculated and billed statements to patients and insurance companies including HMO's, Medicare, Medicaid, Blue Cross and commercial insurers using mail and modems. Received and posted payments to accounts. Solely responsible for reducing A/R by 80% by analyzing overdue balances and performing collection procedures by telephone and mail. Entered doctor's procedures for office visits and lab charges into computer utilizing Version 7 Medical Manager, Lotus and Q&amp;A word processing software.</p>	<p>6/1989 - 7/1996</p>
<p><b>BANKEAST, Pelham, NH</b>  <u>Customer Service Representative</u>          Initial contact for customers to explain the bank's services. Excellent ability to understand the requirements of each individual and recommend the appropriate account to meet the customer's specific needs.</p>	<p>11/1986 - 6/1989</p>
<p><b>NORTHEAST REHABILITATION, Salem, NH</b>  <u>Assistant to Director of Patient/Family Services</u>          Discussed patients' particular medical/physical situations and referred them to the appropriate outside agency for further assistance. Scheduled appointments, typed correspondence, documented and followed through with problems. Operated the gift shop by opening and closing the store, totaling daily receipts, preparing bank deposits, reconciling statements, checking inventory, and ensuring volunteer coverage.</p>	<p>1/1986 - 11/1986</p>
<p><b>SEMICONDUCTOR CIRCUITS, Windham, NH</b>  <u>Distribution Sales Administration</u>          Interacted with distributors to place and expedite orders, quote lead times and cross reference parts. Worked with various departments in the production facility to resolve problems. Monitored and updated computer reports. Entered sales, credit and change orders and point of sales reports.</p>	<p>7/1984 - 10/1985</p>
<p><b>ST. JOHN'S HOSPITAL, Lowell, MA</b>  <u>Patient Account Representative</u>          Provided patients with financial information and guidance to insure the hospital received payment for services provided. Frequently used computer for data entry and retrieval. Communicated with insurance companies, attorneys and doctors to obtain necessary data. Analyzed financial data for accuracy and completeness. Recommended the assignment of accounts for collection. Handled credit and collections procedures and insurance benefits and policies.</p>	<p>2/1983 - 7/1984</p>
<p><b>ARLINGTON TRUST COMPANY, Lawrence, MA</b>  <u>Securities/Trade Clerk</u>          Responsible for stock transfers, placing and settling trustees' trades and distributing proceeds from dividends and matured certificates. Had daily contact with Bank of New York and stockbrokers. Teller, management duties and customer service.</p>	<p>9/1982 - 2/1983</p>

#### **RELATED ACTIVITIES**

- Member of Phi Beta Kappa
- Certified in Parent to Parent Support Training / Parent Advocate for Children with Special Needs
- Past member PACCT (Parents and Cardiac Children Together), Elliot Hospital, Manchester, NH
- Contributor to Chaser Newsletter, a Congenital Heart Abnormalities Support Education Resource Magazine distributed worldwide.
- Past member/Secretary/Treasurer for Southern NH Human Service Council, Marketing Committee
- Past member NH State Finance Committee
- Past member/treasurer; Cotting Family Community Committee

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

Community Crossroads, Inc.

Name of Program/Service:

Partners In Health Family Support Services

Dennis Powers--CEO	\$140,000	0.00%
Cynthia Mahar--Executive Director	\$100,334	0.00%
Ann Marie Miller--CFO	\$95,000	0.00%
Chris Roy, Associate Director	\$91,000	0.00%
Maura Pennisi, PHI Coordinator	\$45,655	42.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>		

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

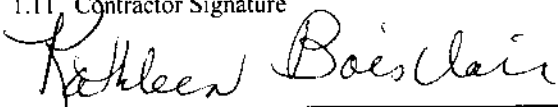
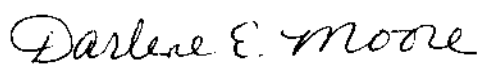
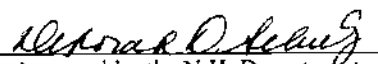
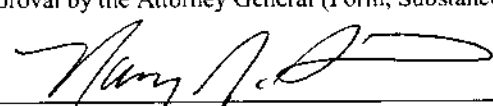
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-02)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$180,682
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of New Hampshire, County of Strafford  On <u>May 20, 2019</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]			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public My Commission Expires April 8, 2020			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory <u>Deborah P. Schetz, Director</u>	
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>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region IX as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall ensure the PIH Family Support Coordinator (FSC) provides intake and eligibility determination services including, but not limited to:
  - 2.3.1. Collaborating closely with the Department Care Coordinators, local health care offices and specialty hospitals to ensure timely referrals for children in their care.





- 2.3.2. Facilitating meetings with parents and/or families and young adults upon receiving a referral or request from the family at locations and times that are convenient for them in order to:
  - 2.3.2.1. Listen to their needs.
  - 2.3.2.2. Review eligibility.
  - 2.3.2.3. Review PIH programs and services.
- 2.3.3. Collaborating with other service providers to assist families with accessing services and avoiding duplication including, but not limited to:
  - 2.3.3.1. Schools.
  - 2.3.3.2. Medical providers.
  - 2.3.3.3. State benefit programs.
  - 2.3.3.4. Local community agencies.
  - 2.3.3.5. Child Health Services at Manchester Community Health Center (MCHC).
- 2.3.4. Participating in special education meetings.
- 2.3.5. Attending medical appointments.
- 2.3.6. Completing paperwork.
- 2.3.7. Attending eligibility meetings with the Department.
- 2.3.8. Reviewing the family's strengths, needs and goals.
- 2.4. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.5.1. Flexible services using the elements of Family Centered Care;
  - 2.5.2. Strengths-based assessment and planning;
  - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
  - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.6. The Contractor shall ensure services provided by the FSC reflect evidence-based practices and the families' goals by:
  - 2.6.1. Promoting the PIH Program and working to identify children with chronic health conditions.



- 2.6.2. Acting as the referral and intake resource for PIH Program.
- 2.6.3. Meeting with families to help them identify needs and develop an action plan with SMART goals.
- 2.6.4. Informing families of their rights with regard to PIH and Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 2.6.5. Ensuring interpreters are available to families, as needed.
- 2.6.6. Assisting families with identifying natural and other supports.
- 2.6.7. Providing direct assistance with accessing resources as needed, which may include but is not limited to Medicaid.
- 2.6.8. Allocating flex funds, as appropriate, and reporting balances to the Family Council on a monthly basis.
- 2.6.9. Acting as liaison between the regional PIH Family Council and Community Partners.
- 2.6.10. Collaborating with students, families and schools on educational and healthcare transition planning.
- 2.6.11. Assisting families with transitioning to adult services that include, but are not limited to:
  - 2.6.11.1. Assistance with Medicaid applications for young adults as they age out of Children's Medicaid;
  - 2.6.11.2. Providing information on school transition for students, families and schools; and
  - 2.6.11.3. Training on the guardianship process.
- 2.6.12. Collaborating with the PIH Family Council to assist with:
  - 2.6.12.1. Recruitment.
  - 2.6.12.2. Facilitation of monthly council meetings.
  - 2.6.12.3. Planning initiatives.
- 2.7. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.8. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.9. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development which includes, but is not limited to advocating for families regarding:



- 2.9.1. Access to services or benefits.
- 2.9.2. Assistance with school meetings.
- 2.9.3. Access to health care.
- 2.9.4. Attendance at a variety of educational and training opportunities and conferences.
- 2.10. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.11. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.11.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.11.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.11.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.11.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.11.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.11.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
  - 2.11.7. Practitioners work with families to mobilize formal and informal resources to support family development.
  - 2.11.8. Programs are flexible and continually responsive to emerging family and community issues.
  - 2.11.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.12. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.13. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall:
  - 2.13.1. Ensure the PIH Family Council and the Community Partners' Family Advisory Council meet to plan events and workshops.



- 2.13.2. Ensure the FSC attends the Community Partner's Family Advisory Council meeting regularly to share information on program activities.
- 2.13.3. Maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
  - 2.13.3.1. Child health services.
  - 2.13.3.2. Early supports and services providers.
  - 2.13.3.3. Parent information centers.
  - 2.13.3.4. State benefit programs.
  - 2.13.3.5. Local schools.
  - 2.13.3.6. Local hospitals and medical providers.
  - 2.13.3.7. Local town and state governments.
- 2.13.4. The FSC attends the Strafford County Prevention Board, which is a collaboration of Strafford County agencies that share information, workshops and resources.
- 2.14. The Contractor shall ensure the PIH Family Council:
  - 2.14.1. Maintains a membership of at least five (5) members who are, or have been, young adults or family members with a chronic health condition eligible for the PIH program.
  - 2.14.2. Endeavors to be representative across geographic, age, ethnicity and chronic health categories.
  - 2.14.3. Adopts internal by-laws to determine membership, terms of office, recruitment and policies regarding flex fund allocations.
  - 2.14.4. Collaborates with the FSC to develop an annual action plan with measurable goals that reflects the needs of families in Strafford County.
  - 2.14.5. Collaborates with the regional Family Support Advisory Council and other organizations to coordinate:
    - 2.14.5.1. At least five (5) annual family activities.
    - 2.14.5.2. Services provided to families.
    - 2.14.5.3. Fund raising.
  - 2.14.6. Participates in Council leadership.
  - 2.14.7. Attends, the Contractor's annual Board of Directors meeting to provide updates on Council and program activities, ensuring that PIH is incorporated into agency strategic planning.



- 2.14.8. Promotes the mission of the PIH program at medical, educational and community organizations.
- 2.14.9. Recruits additional active members, keeping membership to five (5) parents and any additional "Friends of Council".
- 2.14.10. Develops a vision and goals on an annual basis.
- 2.15. The Contractor shall ensure the FSC, with the support of the Council, accomplishes the following:
  - 2.15.1. Coordination with the Department and Other State Projects.
  - 2.15.2. Development of an action plan with 100% families at intake, based on the family and child's needs as identified by the family, as evidenced in family files.
  - 2.15.3. Dissemination of the Department's Satisfaction Survey results upon release to the PIH Family Council, Family Support Council and Contractor's Board of Directors.
  - 2.15.4. Attendance of weekly Family Support team meetings.
- 2.16. The Contractor shall ensure the FSC has access to 100% of appropriate trainings provided by the Contractor including, but not limited to Cultural Competency in Relias and access to training/continuing education scholarships.
- 2.17. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils on topics that include, but are not limited to:
  - 2.17.1. Accessing benefits.
  - 2.17.2. Respite.
  - 2.17.3. Campership and other recreational opportunities.
  - 2.17.4. Environmental modifications.
  - 2.17.5. Parent and teen events.
  - 2.17.6. The annual Family Support and Caregivers conferences.
  - 2.17.7. Annual transition workshop.
  - 2.17.8. Biannual teen events with parent education, education advocacy and education about guardianship, benefits and STABLE accounts.
- 2.18. The Contractor shall ensure the FSC communicates with families regarding training opportunities through the use of:
  - 2.18.1. Event calendar for workshops.
  - 2.18.2. PIH Family Facebook page.



- 2.18.3. Quarterly newsletters.
- 2.18.4. Flyers.
- 2.19. The Contractor shall collaborate with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure the FSC:
  - 2.19.1. Provides information on how to access resources about conditions, rights, services, supports, and community programs.
  - 2.19.2. Attends appointments with health care providers.
  - 2.19.3. Attends school meetings to provide support and clarification of school's responsibilities.
  - 2.19.4. Assists students with transition planning and accessing appropriate supports that may include, but are not limited to:
    - 2.19.4.1. Changing to adult health care providers.
    - 2.19.4.2. Accessing a disability resource center at college.
    - 2.19.4.3. Applying for adult benefits.
  - 2.19.5. Provides a Transition Readiness Assessment Questionnaire to families when their children reach thirteen (13) years of age.
  - 2.19.6. Assists families in accessing appropriate training and/or education regarding their child's chronic health condition.
- 2.20. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.21. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.21.1. Biennial Department Survey.
  - 2.21.2. Biennial PIH Audit.
  - 2.21.3. Contract Compliance Reviews.
- 2.22. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.23. The Contractor shall participate in evaluation activities including, but not limited to:



- 2.23.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
- 2.23.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.23.3. Ensuring the FSC participates in audits with the Department and the PIH Program Manager.
- 2.23.4. Complying with all of the standards set by the Department regarding reporting, documentation and use of database designed by Department.
- 2.23.5. Ensuring the FSC works with the internal QI and meets with the QI director to review all documents and quality of programs.
- 2.23.6. Ensuring recommendations resulting from Department surveys are implemented and the program is updated as needed.
- 2.23.7. Utilizing a process with the Quality Improvement Department and DHHS to hear and resolve complaints.
- 2.24. The Contractor shall make the following trainings available to the FSC:
  - 2.24.1. A Strengthening Families Summit.
  - 2.24.2. Youth Mental Health First Aid USA.
  - 2.24.3. Adult Mental Health First Aid USA.
  - 2.24.4. Standards of Quality for Family Strengthening and Support.
- 2.25. The Contractor shall ensure the FSC:
  - 2.25.1. Maintains database of families enrolled in program.
  - 2.25.2. Maintains all client records according to PIH standards.
  - 2.25.3. Completes required monthly PIH and Medicaid reports.
  - 2.25.4. Submits necessary reports with the Department, as requested.
  - 2.25.5. Submits required monthly and yearly program reports.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
  - 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the FSC; and



- 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department's Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities do not comply with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. LAS Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.
  - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.





- 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure LAS and FSC receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.
  - 3.9.4. Community Building.
  - 3.9.5. Evaluation.

#### 4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### 5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Assisting families with accessing an array of private funding which may include, but not be limited to applying for:
    - 5.1.2.1. Individual grants.
    - 5.1.2.2. Scholarships.



- 5.1.2.3. Community donations.
- 5.1.2.4. Fundraising.
- 5.1.3. Applying for funds and grants to assist families which may include, but not be limited to:
  - 5.1.3.1. Community Block Development Grant funds for rental assistance.
  - 5.1.3.2. Liberty Mutual Foundation respite grant.
  - 5.1.3.3. Agnes Lindsay campership funds.
  - 5.1.3.4. The NH Charitable Foundation.
- 5.2. The Contractor shall provide outreach and public relations efforts throughout the county to educate health providers about supports and services available through PIH.
- 5.3. The Contractor shall recruit family members and community members to ensure the Family Council remains strong and active.

## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty-five (65) families per State Fiscal Year.



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



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

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services												
Contractor Name: Community Partners												
Budget Request for  Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions												
Budget Period: July 1, 2019-June 30, 2020  SFY20												
Line Item	Total Program Cost				Contractor Means / Budget				Funded by Other Contract Lines			
	Amount	Percent	Cost	Rate	Amount	Percent	Cost	Rate	Amount	Percent	Cost	Rate
1. Total Salary/Wages	\$ 29,448.80	\$ 3,571.88	\$ 41,325.68	\$ 21,138.10	\$ 2,438.67	\$ 29,578.78	\$ 12,618.70	\$ 1,133.21	\$ 19,741.97			
2. Employee Benefits	\$ 9,573.42	\$ 1,114.50	\$ 20,703.93	\$ 13,026.23	\$ 1,170.96	\$ 14,136.83	\$ 6,051.14	\$ 543.34	\$ 17,597.28			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Rental	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -			
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ 200.00	\$ 24.10	\$ 725.00	\$ 225.00	\$ 75.00	\$ 725.00	\$ -	\$ -	\$ -			
6. Travel	\$ 1,000.00	\$ -	\$ 1,300.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -			
7. Occupancy	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -			
Postage	\$ -	\$ -	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -			
Insurance	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -			
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
13. Other (NH Has Funds for Families)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -			
TOTAL	\$ 86,826.22	\$ 8,331.38	\$ 88,159.61	\$ 42,164.38	\$ 8,654.22	\$ 46,815.61	\$ 30,662.84	\$ 1,677.15	\$ 40,341.00			
Indirect As A Percent of Direct		10.35										

Indirect As A Percent of Direct

10.3%

New Hampshire Department of Health and Human Services											
Contractor Name: Community Partners											
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions											
Budget Period: July 1, 2020-June 30, 2021 (SFY21)											
Line Item	Total Request Cost			Contractor Base Fee			Funded by NHHS contract costs				
	Amount	Percent	Rate	Amount	Percent	Rate	Amount	Percent	Rate	Amount	Rate
1. Total Salary/Wages	\$ 40,520.20		\$ 3,443.12	\$ 41,783.32		\$ 27,598.55	\$ 2,908.84		\$ 30,438.39	\$ 12,610.05	\$ 13,743.07
2. Employee Benefits	\$ 19,458.82		\$ 1,748.70	\$ 21,207.51		\$ 14,409.70	\$ 1,204.72		\$ 14,410.42	\$ 6,853.11	\$ 543.92
3. Consultants	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Equipment	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Range	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Repair and Maintenance	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Purchased before sell	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
5. Supplies	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Educational	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Lab	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Pharmacy	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Medical	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Office	\$ 200.00		\$ 25.00	\$ 275.00		\$ 200.00	\$ 25.00		\$ 225.00	\$ -	\$ -
6. Travel	\$ 1,000.00		\$ -	\$ 1,000.00		\$ 1,000.00	\$ -		\$ 1,000.00	\$ -	\$ -
7. Occupancy	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
8. Contract Expenses	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Telephone	\$ 615.00		\$ -	\$ 615.00		\$ 615.00	\$ -		\$ 615.00	\$ -	\$ -
Postage	\$ -		\$ -	\$ 20.00		\$ -	\$ 20.00		\$ 20.00	\$ -	\$ -
Subscriptions	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
Audit and Legal	\$ -		\$ -	\$ 300.00		\$ -	\$ 300.00		\$ 300.00	\$ -	\$ -
Insurance	\$ -		\$ -	\$ 400.00		\$ -	\$ 400.00		\$ 400.00	\$ -	\$ -
Board Expenses	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
9. Software	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
10. Materials/contributions	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
11. Staff education and training	\$ 200.00		\$ -	\$ 200.00		\$ 200.00	\$ -		\$ 200.00	\$ -	\$ -
12. Subcontractor/Agency fee	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
13. Other (PIH Fee Funds for services)	\$ 70,000.00		\$ -	\$ 70,000.00		\$ -	\$ -		\$ 70,000.00	\$ -	\$ 70,000.00
TOTAL	\$ 82,613.82		\$ 8,476.82	\$ 90,459.83		\$ 63,349.25	\$ 6,798.57		\$ 59,144.82	\$ 38,663.76	\$ 1,877.25
Indirect As A Percent of Direct 10.1%											



### **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.





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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



## REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

### 2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES 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



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

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

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

Vendor Name: Behavioral Health & Developmental Services of Strafford County  
d/b/a Community Partners

5/20/19  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

5/20/19  
Date

  
Name: Kathleen Boisclair  
Title: President



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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





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

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

#### PRIMARY COVERED TRANSACTIONS

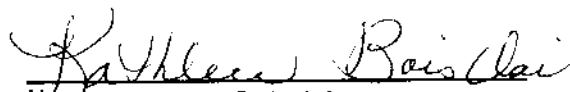
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  -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

#### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

5/20/19  
Date

  
Name: Kathleen Boisclair  
Title: President



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

The Vendor 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:

Vendor 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

Vendor Initials

K.B.

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

6/27/14

Rev. 10/21/14

Page 1 of 2

Date 5/20/19

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

5/20/19  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

Exhibit G

Vendor Initials K.B.

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

Date 5/20/19



**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 Vendor 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 Vendor 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.

Vendor Name: Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

5/20/19  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



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 and Human Services

The State

Deborah D. Schetz  
Signature of Authorized Representative

Deborah D. Schetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-23-19  
Date

Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

Name of the Vendor

Kathleen Boisclair  
Signature of Authorized Representative

Kathleen Boisclair  
Name of Authorized Representative

President  
Title of Authorized Representative

5/20/19  
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 Vendor 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 Vendor 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.

Vendor Name: Behavioral Health and Developmental Services of Strafford  
County, Inc. dba Community Partners

5/20/19  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

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

- X   NO            YES

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

- \_\_\_\_\_ NO \_\_\_\_\_ YES

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

- |             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



DHHS Information Security Requirements



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

**DHHS Information Security Requirements**

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

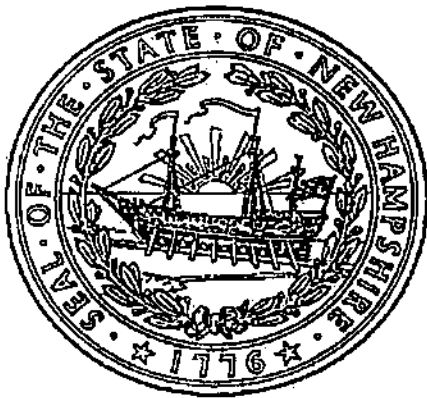
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number : 0004489166



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

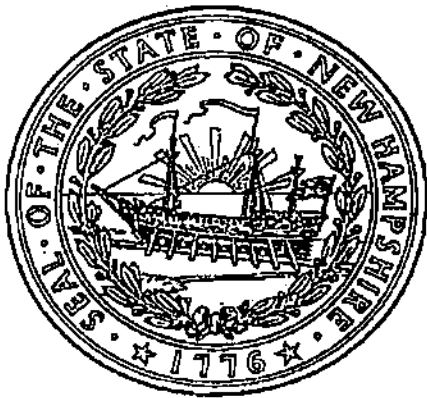
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number : 0004489162



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners.  
(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 May 20, 2019  
(Date)

**RESOLVED:** That the President  
(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 20<sup>th</sup> day of May, 2019.  
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry  
(Signature of the Elected Officer) Ann Landry

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2019.

By Ann Landry  
(Name of Elected Officer of the Agency)

Darlene E Moore  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 8, 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2019

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

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


<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Hellen Hill <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> hhill@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	
		<b>INSURER B:</b> Granite State Health Care and Human Services Self-	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1902228	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1902225	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB653220	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20190000097 (3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			PHSD1393734	11/01/2018	11/01/2019	Limit 5,000,000 Deductible 35,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Health & Human Services 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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113 Crosby Road  
Suite 1  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-3244

50 Chestnut Street  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-1850

25 Old Dover Road  
Rochester, NH 03867  
(603) 516-9300  
Fax: (603) 335-9278

A United Way  
Partner Agency



**Mission:** Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

**Vision:** We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

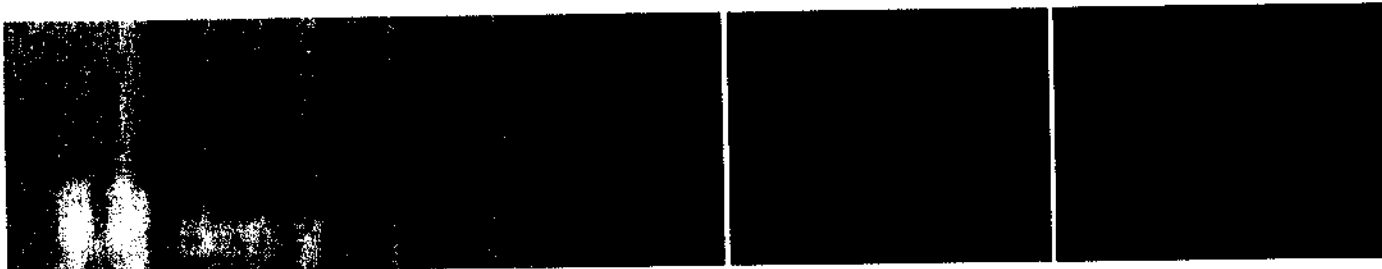
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

**Community Partners**

Behavioral Health & Developmental Services of Strafford County, Inc.



## CONSOLIDATED FINANCIAL STATEMENTS

and

## SUPPLEMENTARY INFORMATION

June 30, 2018 and 2017

With Independent Auditor's Report





## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 23, 2018

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Financial Position**

**June 30, 2018 and 2017**

	<u><b>2018</b></u>	<u><b>2017</b></u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 3,653,350	\$ 3,476,548
Restricted cash	93,425	99,423
Accounts receivable, net of allowance for doubtful accounts	888,387	1,025,322
Grants receivable	58,222	50,341
Prepaid expenses	379,559	360,389
Property and equipment, net	<u>2,064,440</u>	<u>2,147,443</u>
Total assets	<u><b>\$ 7,137,383</b></u>	<u><b>\$ 7,159,466</b></u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 2,134,786	\$ 1,963,800
Estimated third-party liability	1,121,051	1,311,720
Loan fund	89,383	89,294
Notes payable	<u>845,882</u>	<u>1,083,830</u>
Total liabilities	<u><b>4,191,102</b></u>	<u><b>4,448,644</b></u>
Net assets		
Unrestricted	2,862,889	2,593,985
Temporarily restricted	<u>83,392</u>	<u>116,837</u>
Total net assets	<u><b>2,946,281</b></u>	<u><b>2,710,822</b></u>
Total liabilities and net assets	<u><b>\$ 7,137,383</b></u>	<u><b>\$ 7,159,466</b></u>

---

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Activities**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 26,026,898	\$ 23,324,616
Medicare revenue	161,239	184,278
Client resources	1,685,020	1,613,918
Contract revenue	1,517,328	1,461,970
Grant income	579,929	613,657
Interest income	209	46
Other program revenue	376,241	328,173
Public support	81,380	71,576
Other revenue	<u>86,683</u>	<u>173,780</u>
Total public support and revenue	30,514,927	27,772,014
Net assets released from restrictions	<u>42,366</u>	<u>47,114</u>
Total public support, revenue, and releases	<u>30,557,293</u>	<u>27,819,128</u>
Expenses		
Program services		
Case management	938,043	854,809
Day programs and community support	4,429,035	3,984,617
Early support services and youth and family	3,751,013	3,290,272
Family support	530,399	562,283
Residential services	5,316,539	4,873,525
Combined residential, day and consolidated services	7,662,051	7,100,007
Adult services	2,443,596	2,241,375
Emergency services	561,016	399,991
Other	<u>1,516,784</u>	<u>1,195,379</u>
Total program expenses	27,148,476	24,502,258
Supporting services		
General management	<u>3,139,913</u>	<u>3,063,444</u>
Total expenses	<u>30,288,389</u>	<u>27,565,702</u>
Change in unrestricted net assets	<u>268,904</u>	<u>253,426</u>
Changes in temporarily restricted net assets		
United Way allocation	8,921	17,251
Grant income - New Hampshire Department of Transportation	-	146,374
Net assets released from restrictions	<u>(42,366)</u>	<u>(47,114)</u>
Change in temporarily restricted net assets	<u>(33,445)</u>	<u>116,511</u>
Change in net assets	235,459	369,937
Net assets, beginning of year	<u>2,710,822</u>	<u>2,340,885</u>
Net assets, end of year	<u>\$ 2,946,281</u>	<u>\$ 2,710,822</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

**Year Ended June 30, 2018**

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 629,467	\$ 3,887,181	\$ 3,754,871	\$ 258,438	\$ 5,145,881	\$ 7,047,299	\$ 2,861,450	\$ 46,878	\$ 41,483	\$ 26,026,888	\$ -	\$ 28,028,888
Medicare revenue	-	10,867	-	-	-	-	180,542	-	-	181,238	-	181,238
Client responses	32,059	86,442	244,211	-	705,866	341,763	188,483	22,087	2,062	1,646,620	-	1,665,920
Contract revenue	75,354	317,184	602,960	78,179	11,000	46,470	45,278	174,268	-	1,306,508	211,419	1,517,926
Grant income	-	30,180	97,794	18,905	-	94	56,759	-	1,127	278,678	2,850	879,929
Interest income	-	-	-	-	-	-	-	-	-	-	208	208
Other program revenue	-	92,070	26,978	-	-	-	731	-	260,482	310,241	8,000	776,241
Public support	10,544	4,287	3,466	19,347	77	3,091	2,108	-	30,206	19,861	1,428	81,580
Other revenue	1,108	2,885	102	50	24,581	24	51,100	-	54,158	15,754	10,919	88,883
<b>Total functional public support and revenue</b>	<b>1,042,587</b>	<b>4,410,986</b>	<b>4,636,205</b>	<b>271,879</b>	<b>6,889,585</b>	<b>8,380,841</b>	<b>3,412,496</b>	<b>248,856</b>	<b>862,572</b>	<b>56,274,701</b>	<b>240,226</b>	<b>56,514,927</b>
<b>Net assets released their restrictions</b>	<b>1,377</b>	<b>-</b>	<b>7,544</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>33,445</b>	<b>47,368</b>	<b>-</b>	<b>42,366</b>
<b>Total public support, revenue and released</b>	<b>1,042,234</b>	<b>4,410,986</b>	<b>4,627,549</b>	<b>271,878</b>	<b>6,889,585</b>	<b>8,380,841</b>	<b>3,412,496</b>	<b>248,856</b>	<b>826,017</b>	<b>56,312,069</b>	<b>240,226</b>	<b>56,557,293</b>
<b>Expenses</b>												
Salaries and wages	513,563	2,126,700	2,362,575	136,464	662,221	1,847,740	1,724,616	234,864	177,873	10,756,118	2,012,518	12,767,834
Employee benefits	127,368	651,533	517,858	30,732	145,144	205,042	170,400	47,560	238,287	2,982,843	404,027	2,434,010
Payroll taxes	42,903	188,328	172,518	10,426	48,324	148,640	87,419	17,287	74,470	786,176	136,186	924,362
Contracted support services	-	8,368	2,800	-	-	-	2,960	-	-	15,948	62,782	87,730
Client treatment services	-	9,412	3,010	222,841	2,836,766	1,563,296	2,810	2	11,350	6,188,386	247	8,169,633
Client therapies	10,912	58,587	112,237	1,828	780	141,055	63,106	-	-	379,519	8	379,922
Professional fees and consultancy	21,551	63,683	60,775	8,748	23,952	41,408	88,879	226,745	27,786	876,180	86,387	961,567
Subscriptions	-	184,867	-	-	1,341,200	2,707,823	-	-	-	4,443,680	-	4,443,680
Staff development and training	6,106	17,878	20,738	2,756	7,821	8,642	13,569	905	9,274	76,777	69,280	146,046
Rent	-	59,498	54,485	-	3,190	37,610	61,830	5,684	36,162	299,470	16,544	278,064
Utilities	8,564	44,874	18,088	1,512	8,647	12,402	11,600	4,714	26,238	136,809	27,832	163,631
Building maintenance and repairs	22,314	50,814	40,295	3,892	37,150	63,827	14,896	512	20,995	263,804	36,948	294,752
Other occupancy costs	3,024	42,839	13,631	844	3,623	5,664	4,713	-	22,753	102,402	4,482	108,934
Office	12,161	95,300	87,162	2,566	18,676	16,818	37,784	4,758	28,782	287,786	15,872	262,497
Building and housing	3,303	20,554	10,419	359	7,551	5,792	7,078	600	8,811	82,248	8,782	71,047
Client confidentiality	1,266	16,386	4,963	3,863	4,076	61,484	3,428	57	6,747	106,309	2,960	111,360
Medical	-	601	580	-	372	-	807	96	545	3,861	753	3,724
Equipment and furniture	11,595	44,252	37,422	2,258	7,017	10,882	26,619	2,869	12,024	153,763	21,683	180,361
Depreciation	22,691	113,802	78,373	4,362	23,489	36,706	48,138	6,719	22,210	384,404	42,891	426,805
Advertising	440	1,724	817	857	34	218	1,103	19	348	5,516	893	6,306
Printing	-	-	3,792	-	-	-	-	-	-	4,126	36	4,206
Telephone and communication	9,462	24,620	30,627	1,064	3,813	6,814	27,186	3,714	16,368	123,034	24,576	147,604
Postage and mailing	568	4,768	3,838	182	875	1,331	3,226	475	1,865	18,410	1,837	21,047
Transportation	14,873	200,581	41,540	4,807	11,728	152,382	33,107	3,776	22,849	483,542	16,800	600,243
Assistance to individuals	15,284	1,237	1,815	61,075	8,077	55,345	424	87	26,187	180,039	1,880	181,919
Insurance	12,211	60,414	40,871	1,548	12,471	18,861	32,124	2,631	11,465	183,944	30,844	214,089
Membership dues	42	1,487	4,741	10	48	73	1,082	18	87,595	96,241	102,008	198,587
Interest	2,104	9,716	3,866	407	2,897	4,758	1,067	237	2,278	29,118	3,948	33,065
Other	-	8,101	-	-	1,302	-	3	(259)	18,773	21,834	4,305	26,239
<b>Total expenses</b>	<b>518,043</b>	<b>4,429,035</b>	<b>3,781,013</b>	<b>920,396</b>	<b>8,318,336</b>	<b>7,682,051</b>	<b>2,443,596</b>	<b>261,018</b>	<b>1,516,784</b>	<b>27,146,475</b>	<b>3,139,813</b>	<b>30,286,289</b>
<b>Expenses exceeding public support and released</b>	<b>\$ 514,733</b>	<b>\$ 116,091</b>	<b>\$ 656,536</b>	<b>\$ (158,520)</b>	<b>\$ 1,872,046</b>	<b>\$ 718,590</b>	<b>\$ 840,000</b>	<b>\$ (115,366)</b>	<b>\$ (990,767)</b>	<b>\$ 3,168,591</b>	<b>\$ (2,899,887)</b>	<b>\$ 268,904</b>

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



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

**Year Ended June 30, 2017**

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 845,686	\$ 3,765,182	\$ 3,235,088	\$ 284,257	\$ 6,385,350	\$ 7,151,848	\$ 2,520,453	\$ 71,360	\$ 35,402	\$ 22,324,818	\$ -	\$ 23,324,818
Medicare revenue	-	14,393	-	-	-	-	189,885	-	-	184,278	-	184,278
Medicaid revenue	30,096	85,781	352,298	-	661,523	346,283	172,209	28,335	-	1,946,484	(32,588)	1,913,811
Contract revenue	85,212	284,942	372,377	76,875	-	35,122	12,460	143,981	170,021	1,180,006	301,082	1,481,870
Grant income	-	79,142	76,903	26,971	4,866	-	80,202	-	347,799	603,246	10,411	813,897
Interest income	-	-	-	-	-	-	-	-	-	-	46	46
Other program revenue	-	79,307	-	-	-	-	-	-	242,888	322,173	8,000	566,173
Public support	16,358	5,748	1,473	11,815	-	850	500	-	20,184	83,807	7,608	117,870
Other revenue	451	4,288	54	-	23,175	1,641	52,843	75	118,701	161,034	12,244	173,780
<b>Total functional public support and revenue</b>	<b>958,205</b>	<b>4,309,839</b>	<b>4,042,103</b>	<b>306,916</b>	<b>6,074,884</b>	<b>7,538,965</b>	<b>2,956,672</b>	<b>243,701</b>	<b>640,983</b>	<b>27,468,246</b>	<b>306,708</b>	<b>27,772,914</b>
<b>Net asset releases from restrictions</b>	<b>4,163</b>	<b>-</b>	<b>13,064</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,863</b>	<b>47,114</b>	<b>-</b>	<b>47,114</b>
<b>Total public support revenue and releases</b>	<b>962,368</b>	<b>4,309,839</b>	<b>4,055,167</b>	<b>306,916</b>	<b>6,074,884</b>	<b>7,538,965</b>	<b>2,956,672</b>	<b>243,701</b>	<b>670,846</b>	<b>27,513,362</b>	<b>306,708</b>	<b>27,819,126</b>
<b>Expenses</b>												
Salaries and wages	522,318	2,004,023	2,093,480	127,835	603,072	1,706,816	1,482,731	253,890	842,244	8,445,812	1,820,981	11,368,873
Employee benefits	122,478	500,247	475,846	34,058	181,263	184,172	200,707	88,609	211,066	1,956,381	428,110	2,384,571
Payroll taxes	38,974	162,381	150,111	10,381	48,964	126,301	82,128	16,608	83,848	799,808	125,022	824,837
Contracted substitute staff	-	7,952	-	-	-	-	-	-	-	7,862	15,969	23,421
Client treatment services	-	-	4,860	240,453	2,854,385	1,744,752	2,176	-	75,101	4,866,823	428	6,867,045
Client treatment services	23,673	857	81,562	1,844	13,204	11,581	72,058	-	-	228,889	1,784	226,573
Client treatment services	49,170	54,343	65,473	8,377	21,342	32,088	47,863	31,478	21,328	221,481	77,861	299,312
Professional fees and consultants	-	502,071	-	-	1,015,731	2,831,957	-	-	-	4,347,758	-	6,347,758
Subcontractors	2,564	17,738	17,872	2,017	2,731	4,909	12,171	1,233	5,872	81,777	31,522	93,298
Staff development and training	-	81,755	55,070	-	2,700	28,890	71,700	5,440	25,063	250,543	186,361	436,914
Rent	-	43,788	18,477	1,927	4,168	17,719	21,200	5,236	20,824	133,258	43,833	179,172
Utilities	752	41,473	37,649	6,487	6,819	87,430	49,217	445	16,594	221,827	42,301	264,222
Building maintenance and repairs	3,884	39,665	12,446	777	2,328	6,178	9,142	-	19,483	64,823	5,564	100,507
Office	7,101	41,040	48,543	2,394	6,104	6,777	29,150	7,178	12,440	162,860	82,159	228,000
Building and housing	47	15,460	6,816	720	1,941	5,221	7,481	482	4,542	42,480	14,424	56,814
Client care supplies	462	28,536	2,253	8,582	4,208	79,542	6,837	197	1,351	130,047	6,096	136,142
Medical	-	387	491	-	23	-	704	88	325	2,122	174	2,294
Equipment maintenance	3,886	31,043	36,418	2,048	4,818	7,747	18,115	3,281	10,073	118,467	20,349	138,816
Depreciation	20,283	178,051	62,003	6,676	30,518	38,514	37,677	8,188	24,441	362,228	80,524	442,753
Advertising	132	621	598	40	140	224	944	79	2,158	4,834	3,356	8,289
Printing	209	571	4,854	771	131	203	338	71	295	7,444	1,174	8,618
Telephone and communications	12,063	24,445	24,810	2,816	3,145	7,841	24,748	2,865	12,864	128,048	31,403	157,440
Postage and shipping	146	4,497	4,048	218	801	1,019	3,060	640	2,624	17,863	8,104	25,967
Transportation	13,423	186,543	27,839	3,078	14,413	133,494	33,737	3,082	10,561	447,286	21,086	468,383
Assistance to individuals	13,444	20,314	1,573	90,828	2,440	16,232	507	80	29,386	170,917	1,015	171,932
Insurance	8,321	36,183	26,608	2,407	9,153	11,850	22,240	3,048	8,048	129,764	21,707	151,471
Membership dues	122	1,489	1,726	40	365	185	3,492	154	177	7,238	89,153	79,392
Interest	688	15,826	6,756	613	2,768	8,276	4,368	816	4,833	40,883	4,904	46,647
Other	26	82	103	8	28	37	92	16	28,827	28,120	(888)	25,231
<b>Total expenses</b>	<b>854,409</b>	<b>3,884,617</b>	<b>3,790,273</b>	<b>567,283</b>	<b>4,873,525</b>	<b>7,190,007</b>	<b>2,241,375</b>	<b>389,881</b>	<b>1,185,378</b>	<b>24,802,266</b>	<b>3,083,444</b>	<b>27,505,702</b>
<b>Net income (loss) before restricted net assets</b>	<b>\$ (122,583)</b>	<b>\$ 525,222</b>	<b>\$ 764,895</b>	<b>\$ (183,387)</b>	<b>\$ 1,201,359</b>	<b>\$ 438,958</b>	<b>\$ 717,297</b>	<b>\$ (146,200)</b>	<b>\$ (224,533)</b>	<b>\$ 2,011,104</b>	<b>\$ (2,787,878)</b>	<b>\$ 253,426</b>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

	<u><b>2018</b></u>	<u><b>2017</b></u>
Cash flows from operating activities		
Change in net assets	\$ 235,459	\$ 369,937
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	436,895	442,753
Change in allowance for doubtful accounts	44,946	(180,000)
Grant revenue for capital purchases	-	(146,374)
Gain on sale of assets	(775)	-
(Increase) decrease in		
Restricted cash	5,998	3,234
Accounts receivable, trade	91,989	684,425
Grants receivable	(7,881)	200,495
Prepaid expenses	(19,170)	(168,374)
Increase (decrease) in		
Accounts payable and accrued expenses	170,986	(35,598)
Estimated third-party liability	(190,669)	930,248
Loan fund	89	90
Net cash provided by operating activities	<u>767,867</u>	<u>2,100,836</u>
Cash flows from investing activities		
Acquisition of equipment	(353,892)	(605,971)
Proceeds from sale of equipment	775	-
Net cash used by investing activities	<u>(353,117)</u>	<u>(605,971)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	321,350
Principal payments on long-term borrowings	(237,948)	(366,763)
Grant revenue for capital purchases	-	146,374
Net cash used by financing activities	<u>(237,948)</u>	<u>100,961</u>
Net increase in cash and cash equivalents	176,802	1,595,826
Cash and cash equivalents, beginning of year	<u>3,476,548</u>	<u>1,880,722</u>
Cash and cash equivalents, end of year	<u>\$ 3,653,350</u>	<u>\$ 3,476,548</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Nature of Activities**

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2018</u>	<u>2017</u>
Funds received	\$ 30,156	\$ 25,074
Funds disbursed	<u>19,685</u>	<u>23,131</u>
	<u>\$ 10,471</u>	<u>\$ 1,943</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 370,780
Funds disbursed	<u>277,309</u>
	<u>\$ 93,471</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose 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. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2018 and 2017.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2018 and 2017, allowances were recorded in the amount of \$416,046 and \$371,100, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the assets' useful lives. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Functional Allocation of Expenses**

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**2. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2018 and 2017, the Organization held cash totaling \$89,383 and \$89,294, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2018 and 2017, the Organization held cash totaling \$4,042 and \$10,129, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and buildings	\$ 1,908,893	\$ 1,859,893
Building improvements	1,687,705	1,713,390
Vehicles	848,507	912,549
Equipment and furniture	<u>2,831,525</u>	<u>3,051,825</u>
	7,276,630	7,537,657
Less accumulated depreciation	<u>5,212,190</u>	<u>5,390,214</u>
	<u>\$ 2,064,440</u>	<u>\$ 2,147,443</u>

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 2.85% and 5.25% at June 30, 2018 and 2017, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2018 and 2017, there was no outstanding balance on the line of credit.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increases to 1.75% over the FHLB index., which was 2.85% at June 30, 2018. The line of credit has a maturity date of October 6, 2024.

**5. Notes Payable**

Notes payable consisted of the following:

	<u>2018</u>	<u>2017</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 181,885	\$ 222,513
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	146,556	259,252
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	114,621	154,285
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	125,060	140,053
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	117,996	131,350
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	159,764	176,377
	<u>\$ 845,882</u>	<u>\$ 1,083,830</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**5. Notes Payable (continued)**

The scheduled maturities of long-term debt are as follows:

2019	\$ 253,825
2020	171,365
2021	139,294
2022	109,582
2023	59,322
Thereafter	<u>112,494</u>
	<u>\$ 845,882</u>

Cash paid for interest approximates interest expense.

**6. Temporarily Restricted Net Assets**

At June 30, 2018 and 2017, temporarily restricted net assets were \$83,392 and \$98,127, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

**7. Commitments and Contingencies**

**Operating Leases**

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$275,954 in 2018 and \$266,914 in 2017.

Future minimum operating lease payments are as follows:

2019	\$ 378,399
2020	387,467
2021	370,685
2022	355,091
2023	289,787
Thereafter	<u>2,473,650</u>
	<u>\$ 4,255,079</u>



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Litigation**

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

**8. Concentrations**

For the years ended June 30, 2018 and 2017, approximately 85% and 84%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2018</u>	<u>2017</u>
Developmental Services	\$ 549,635	\$ 834,364
Behavioral Health Services	<u>115,373</u>	<u>106,029</u>
	<u>\$ 665,008</u>	<u>\$ 940,393</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2018 and 2017, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2018 were \$231,226 and during the year ended June 30, 2017 were \$223,108. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$126,015, and for the Behavioral Health Services division was \$105,211. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2018, which is the date that the consolidated financial statements were available to be issued.

## **SUPPLEMENTARY INFORMATION**

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD COUNTY, INC. DBIA COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidating Statements of Financial Position**

**June 30, 2018 and 2017**

	2018					2017					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
ASSETS											
Cash and cash equivalents	\$ 1,761,668	\$ 1,797,612	\$ 709	\$ 93,471	\$ -	\$ 3,653,360	\$ 2,346,428	\$ 1,030,263	\$ 8,857	\$ 83,000	\$ 3,478,548
Restricted cash	\$ 93,425	-	-	-	-	\$ 93,425	\$ 93,423	-	-	-	\$ 93,423
Accounts receivable, net of allowance for doubtful accounts	689,792	249,978	76	-	(81,166)	883,387	98,423	1,168,946	61	-	1,252,322
Grants receivable	11,046	47,376	-	-	-	58,422	12,451	37,800	-	-	50,241
Prepaid expenses	167,389	187,368	-	-	-	354,757	86,222	173,867	-	-	260,089
Interest in net assets of subsidiaries	91,589	-	-	-	(91,689)	-	81,974	-	-	-	(81,974)
Property and equipment, net	1,718,922	344,518	-	-	-	2,063,440	1,782,348	385,093	-	-	2,167,441
Total assets	\$ 4,889,492	\$ 2,608,311	\$ 714	\$ 93,471	\$ (182,719)	\$ 7,337,353	\$ 5,352,027	\$ 2,555,061	\$ 8,918	\$ 83,000	\$ 7,999,006
LIABILITIES AND NET ASSETS (DEFICIT)											
Liabilities											
Accounts payable and accrued expenses	\$ 1,748,974	\$ 443,272	\$ 2,898	\$ -	\$ (81,196)	\$ 2,113,748	\$ 2,559,098	\$ 432,354	\$ 8,844	\$ -	\$ 2,999,996
Refundable advances	640,787	180,264	-	-	-	821,051	1,002,873	227,847	-	-	1,230,720
Grants payable	11,046	47,376	-	-	-	58,422	89,294	173,867	-	-	263,161
Notes payable	731,262	114,822	-	-	-	846,084	89,294	354,206	-	-	1,200,590
Total liabilities	\$ 3,131,969	\$ 738,118	\$ 2,898	\$ -	\$ (81,196)	\$ 4,191,102	\$ 4,881,229	\$ 1,148,157	\$ 9,944	\$ -	\$ 5,039,330
Net assets (deficit)	\$ 984,894	\$ 1,868,193	\$ (1,912)	\$ 93,471	\$ (91,589)	\$ 2,846,251	\$ 573,411	\$ 2,020,574	\$ (1,026)	\$ 83,000	\$ 2,959,676
Unrestricted	\$ 984,894	\$ 1,868,193	\$ (1,912)	\$ 93,471	\$ (91,589)	\$ 2,846,251	\$ 573,411	\$ 2,020,574	\$ (1,026)	\$ 83,000	\$ 2,959,676
Temporarily restricted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total net assets (deficit)	\$ 984,894	\$ 1,868,193	\$ (1,912)	\$ 93,471	\$ (91,589)	\$ 2,846,251	\$ 573,411	\$ 2,020,574	\$ (1,026)	\$ 83,000	\$ 2,959,676
Total liabilities and net assets (deficit)	\$ 4,889,492	\$ 2,608,311	\$ 714	\$ 93,471	\$ (182,719)	\$ 7,337,353	\$ 5,352,027	\$ 2,555,061	\$ 8,918	\$ 83,000	\$ 7,999,006

\*Total net assets (deficit)

\*Total net assets (deficit)

\*Total net assets (deficit)

## SERVICES OF STRAFFORD COUNTY, INC. D

## Consolidating Statements of Activities

Years Ended June 30, 2018 and 2017

	2018					2017						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Program revenue	\$ 19,481,031	\$ 5,646,868	\$ -	\$ -	\$ -	\$ 20,428,098	\$ 17,477,740	\$ 5,646,878	\$ -	\$ -	\$ -	\$ 23,324,616
Medicaid revenue	-	161,238	-	-	-	161,238	-	-	-	-	-	161,238
Medicaid revenue	-	-	-	-	-	-	-	-	-	-	-	-
Client services	3,114,514	379,502	-	-	-	3,494,016	3,287,428	687,169	-	-	-	3,974,597
Client services	645,738	871,832	-	-	-	1,517,570	915,875	2,374,397	-	-	-	3,290,272
Grant revenue	159,753	426,177	-	-	-	585,930	801,131	860,619	-	-	-	1,661,750
Grant revenue	376,351	209	-	-	-	376,560	221,065	381,772	-	-	-	618,337
Other program income	42,887	8,587	-	-	-	51,474	328,173	48	-	-	-	328,173
Public support	56,511	40,238	-	30,168	(19,533)	107,386	71,996	6,247	-	26,074	(102,245)	12,749
Other revenue	-	-	-	-	-	-	136,713	39,010	100,302	-	-	236,015
Total public support and revenue	22,078,786	8,419,467	9,052	30,168	(19,533)	30,488,927	20,028,978	7,716,904	100,302	26,074	(102,245)	27,772,014
Net assets released to trust/corps	42,356	-	-	-	-	42,356	41,356	5,758	-	25,074	(102,245)	27,772,014
Total public support, revenue and re-allocations	22,119,151	8,419,467	9,052	30,168	(19,533)	30,531,283	20,070,335	7,722,662	100,302	26,074	(102,245)	27,818,128
Expenses												
Program services	938,043	-	-	-	-	938,043	854,809	-	-	-	-	854,809
Case management	3,821,228	807,897	-	-	-	4,629,125	3,287,428	687,169	-	-	-	3,974,597
Family support	520,398	2,516,912	-	-	-	3,037,310	915,875	2,374,397	-	-	-	3,290,272
Residential services	8,916,338	-	-	-	-	8,916,338	4,723,525	-	-	-	-	4,723,525
Combined residential day and consolidated services	7,462,081	-	-	-	-	7,462,081	7,100,007	-	-	-	-	7,100,007
Adult services	164,446	3,285,150	-	-	-	3,449,596	192,692	2,048,773	-	-	-	2,241,375
Emergency services	683,320	881,916	-	-	-	1,565,236	389,391	766,139	-	-	-	389,391
Other	16,948,010	1,029,882	9,948	19,488	(19,533)	17,187,781	406,132	766,139	18,271	23,131	(101,271)	1,552,373
Total program expenses	17,821,858	1,957,957	9,948	19,488	(19,533)	19,893,816	18,922,838	6,286,489	101,271	23,131	(101,271)	24,802,256
Supporting services	1,752,858	-	-	-	-	1,752,858	1,666,104	-	-	-	-	1,666,104
General management	21,487,868	8,079,838	9,948	19,488	(19,533)	30,255,599	19,558,742	7,683,628	101,271	23,131	(101,271)	27,665,702
Total expenses	421,466	(132,381)	(9,948)	19,471	(19,533)	241,114	211,562	41,833	(9,948)	1,843	(874)	753,426
Change in unrestricted net assets (deficit)												
Change in unrestricted net assets	-	-	-	-	-	-	-	-	-	-	-	-
Change in restricted net assets	-	-	-	-	-	-	-	-	-	-	-	-
Change in temporarily restricted net assets	-	-	-	-	-	-	-	-	-	-	-	-
Change in net assets (deficit)	-	-	-	-	-	-	-	-	-	-	-	-
Change in net assets (deficit) at end of year	938,043	1,661,238	1,661,238	1,661,238	(1,661,238)	1,661,238	328,173	687,169	1,661,238	1,661,238	(1,661,238)	3,290,272
Net assets (deficit) at end of year	938,043	1,661,238	1,661,238	1,661,238	(1,661,238)	1,661,238	328,173	687,169	1,661,238	1,661,238	(1,661,238)	3,290,272
Net assets (deficit) at end of year	1,078,988	1,838,193	1,838,193	1,838,193	(1,838,193)	1,838,193	630,244	1,976,241	630,244	630,244	(630,244)	2,110,825
Net assets (deficit) at end of year							\$ 630,244	\$ 2,070,574	\$ 630,244	\$ 630,244	\$ (630,244)	\$ 2,110,825



## **Community Partners BOARD OF DIRECTORS 2019-2020**

**PRESIDENT**

Kathleen Boisclair (Joined 9/25/12)

**TREASURER**

Anthony Demers (Joined 01/20/15)

**VICE PRESIDENT**

Wayne Goss (Joined 1/28/14)

**SECRETARY**

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)		

## **BRIAN J. COLLINS**

### **Summary:**

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

### **Experience:**

1995 - Present

#### **Executive Director**

**Behavioral Health & Developmental Services of Strafford County, Inc.,  
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director  
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist  
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.



**Brian Collins**

**Page 3**

1982 - 1985      **Quality Assurance Administrator,  
Training Coordinator, New Hampshire DMHDS**

**Quality:** Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

**Training:** Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

**Education:**

**Masters in Public Administration,** University of New Hampshire  
**BA, Communications,** Boston College Evening School

**Advisory Boards:**

Advisory Board, University of New Hampshire Institute on Disability (UAP)  
University of Hartford Rehabilitation Training Program  
Virginia Commonwealth University Rehabilitation Research and Training Center.  
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.  
Overseeing services to children with disabilities from birth to age three.  
DHHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

**Memberships:**

The Association for Persons with Severe Handicaps (TASH)  
American Association on Mental Retardation (AAMR)  
National Rehabilitation Association (NRA)  
New Hampshire Rehabilitation Association (NHRA)  
American Network of Community Options and Resources

## **Suzanne Bagdasarian**



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### **Business Experience**

#### **2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire**

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished “clean” annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

#### **1994-2001 Harvard Pilgrim Health Care, Wellesley, MA**

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

**Financial & Utilization Analyst- 1994 – 1997**

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

**1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA**

**Staff Accountant**

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

**Education**

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

## Deirdre Watson

### Career Summary

30 years commitment to providing and promoting family centered care to families with a family member with a disability or special health care need.

#### **EXPERIENCE:**

1990 to Present: Director of Family Support, Community Partners, Dover NH

*The Family Support Program provides an array of flexible supports and services to families in Strafford County who have a family member with a disability or chronic health condition. Services are flexible and family centered and designed to complement and enhance the family's own existing social and natural supports.*

Experience and Accomplishments include:

- Provision of direct family support services to families in Family Support, Partners in Health and Early Supports and Services programs.
- Knowledge of resources both local and statewide for families.
- Ability to assist families with access to resources.
- Supervision of 7 member family support team
- Supervision and oversight of Partners in Health, a program that provides family support services to families in Strafford County who have children with a chronic health condition.
- Supervision of Parent to Parent, Respite, Transition and In Home Supports programs
- Since 1997, Field Instructor for UNH Social Work undergraduate and graduate students.
- Development and Oversight of annual family support budget.
- Member of Community Partners management team.
- Twenty seven years working with the Family Support Advisory Council, assisting with recruitment of volunteers and program planning.
- Training and experience in Wraparound Facilitation and Futures Planning.
- Special Education advocacy.
- Agency representative and speaker at many community, United Way and fund raising events.
- Worked to secure additional community resources and fundraising dollars to extend family support funds.
- Trained to provide family financial stability training to individuals and groups.

1987 to 1990      Case Manager, Community Partners Dover NH

- Worked with caseload of adults with developmental disabilities and their families.
- Community placement for number of individuals with disabilities still living at Laconia State School.
- Assisted individuals and their families develop annual plans for furthering community participation and identifying support needs.
- Training in Social Role Valorization and Individual Service Planning

1977 to 1983      Social Worker at St Raphael's, Celbridge, Ireland

- 6 years as Social Worker for voluntary agency providing day and residential services for individuals with developmental disabilities in suburb of Dublin.
- Provision of case work and family support services to families of young and school aged children.
- Liaison and follow-up work with schools, state and welfare agencies.
- Member of agency assessment and diagnostic multidisciplinary team.
- Worked to create first Early Intervention program at the agency.
- Worked with city-wide team to develop in-house and community respite services for families.
- Coordinated first parent meetings at agency.

1975 to 1977 Social Welfare Officer, Department of Welfare, Ireland

- Meeting with individuals and families in rural area of Ireland to assess benefit determination.
- Knowledge of variety of benefits available to different eligibility groups
- Assistance with applications and explanation of benefits for group of senior adults.

EDUCATION

Bachelor of Social Work, University College Dublin 1975

Certificate of Qualification in Social Work (CQSW) Croydon College, London 1982

Attended numerous workshops and conferences in the field of developmental disability and family support including: special education advocacy, supervision and management training, wraparound facilitation, parent training and community collaboration.

# Paula Fraser

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## Objective:

To obtain a full time position which allows me to provide daily support for individuals.

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## Experience:

### Community Partners

Dover, New Hampshire

September 2012-Present

#### *Participant Directed Managed Service Case Manager*

Provide support and work with 28 families who have an adult child with a disability, work with families to obtain Medicaid funding through Department of Health and Human Services in New Hampshire, assist families with maintaining their funding during the fiscal year, support families with accessing their funds in accordance to the PDMS regulations and Medicaid guidelines, help families to find staff to work with their child in the community, connect with Vocational Rehabilitation to obtain employment for clients, work with New Hampshire ATECH to obtain environmental modification assistance, report to BEAS if needed, work with families to obtain help for emotional health and mediation reviews, develop goals for their child to work on throughout the year, write yearly Individual Service Agreements for clients, coordinate events for PDMS families, maintain client's files, and document information on CDT program for Medicaid billing.

### Southern New Hampshire Services

Hampton Falls, New Hampshire

February 2011- September 2012

#### *Family Worker*

Conducted home visits with families from the Head Start Program, assisted parents with paper work that is required for their child to attend Head Start, developed goals with families to work on throughout the school year, provided parents outside resources that they may have requested or needed, organized monthly parent meetings, provided information about health and nutrition resources in the community, worked with parents to maintain their child's health and dental wellness, participated in the New Hampshire Back Pack program, document information into COPA program, worked with a Speech Pathologist and Occupational Therapist to provide services for the children at our Head Start program, attended trainings and weekly staff meetings, provided support at IEP meetings, and worked with DCYF if needed.

### Rockingham Community Action

Portsmouth, New Hampshire

December 2008- February 2011

#### *Assistant Teacher/Home Visitor*

Provide support to the Lead Teacher in the classroom, planned weekly education activities for students, interacted with the students in the classroom, documented case notes, family's goals, referrals, attendance and medical information in the COPA program, composed progress reports, supported parents with their child's learning abilities, completed Family Assessments with parents, and educated families about the local resources in the community.

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**Education:**

Keene State College

May 1994 and January 1995

Keene, New Hampshire

Bachelor of Science in Education, January 1995

Associate Degree in General Education, May 1994

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**Technology:**

Child Outcome, Planning & Administration software, Clinician's Desktop Program, Microsoft Words, and Microsoft Office

**Certifications:**

First Aide, Health Promotion and Seizure disorder

CPR/AED

**Reference:**

Available on request

**Behavioral Health & Developmental Services of Strafford  
County, Inc. dba Community Partners of Strafford County**

**Key Personnel**

**FY20 – Partners In Health**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brian Collins	Executive Director	\$213,000	0%	0
Suzanne Bagdasarian	CFO	\$105,000	0%	0
Deirdre Watson	Director Family Support	\$63,860	2%	\$1,277
Paula Fraser	Partners In Health Family Support Program Coordinator	\$39,169	31.83%	\$12,467



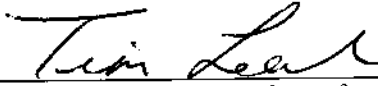
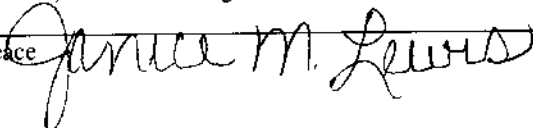

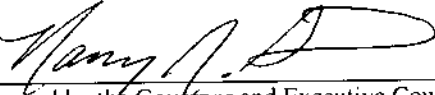
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-03)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Leach CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 21, 2019</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]			
1.13.2 Name and Title of Notary or Justice of the Peace Janice Lewis Notary			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory Deborah D. Scheetz, 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>5/20/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region VI as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.4.1. Flexible services using the elements of Family Centered Care;
  - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinator (FSC):
  - 2.5.1. Collaborates with families in order to:
    - 2.5.1.1. Recognize strengths and natural supports.
    - 2.5.1.2. Identify resources available to families.
    - 2.5.1.3. Determine dates of plan completion.
  - 2.5.2. Provides families with information in a manner that best matches individual family processing styles and needs..
  - 2.5.3. Encourages families to make choices that enhance their capabilities to actively participate in desired outcomes.
  - 2.5.4. Supports families' decisions and cultural needs.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN by ensuring the FSC assists families with finding and applying for resources to meet needs as young adults and families define and prioritize their concerns and issues in areas that may include by are not limited to:
  - 2.7.1. Financial.
  - 2.7.2. Medical.
  - 2.7.3. Health.
  - 2.7.4. Educational.
  - 2.7.5. Recreational.
  - 2.7.6. Training.
  - 2.7.7. Benefits.
  - 2.7.8. Services needed to respond to the chronic health condition.
  - 2.7.9. Grants and locating donations of goods.
- 2.8. The Contractor shall ensure the FSC shares information with families via a monthly Newsletter that includes, but is not limited to:
  - 2.8.1. Community resources.



- 2.8.2. Community and regional events.
- 2.8.3. Workshops.
- 2.8.4. Webinars.
- 2.8.5. Trainings.
- 2.8.6. PIH Family Council Sponsored events.
- 2.9. The Contractor shall ensure the FSC completes intake by:
  - 2.9.1. Contacting the family and/or young adult once a referral is made to the PIH program.
  - 2.9.2. Conducting the intake visit in a location that is comfortable for the family, child, young adult and other individuals, as requested.
  - 2.9.3. Explaining services and program materials.
  - 2.9.4. Providing relevant resources to the family, child and/or young adult..
  - 2.9.5. Providing contact information and times that the FSC can be reached by telephone and/or e-mail.
  - 2.9.6. Completing preliminary planning with the family, child and/or young adult to determine needed services.
  - 2.9.7. Reviewing the Needs Assessment completed by the family, child and/or young adult.
  - 2.9.8. Assisting the family and/or individual with determining their Strengths, Needs, and Goals in relation to the chronic illness.
- 2.10. The Contractor shall ensure the FSC completes the eligibility process by:
  - 2.10.1. Reviewing the eligibility procedures outlined in NH Administrative Rule He-M 523 with the applicant and/or family during intake.
  - 2.10.2. Reviewing completed forms.
  - 2.10.3. Sending written notices to the applicants that notifies of resulting eligibility or ineligibility for PIH within five (5) days of the eligibility determination.
  - 2.10.4. If found ineligible, disclosing the basis of ineligibility, as applicable, in the written denial notice and advising applicants of the right to appeal as specified in NH Administrative Rule He-M 523.12.
  - 2.10.5. Completing eligibility redeterminations, as appropriate, on an annual basis.
- 2.11. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by ensuring:



- 2.11.1. The FSC and Lead Agency Supervisor (LAS) are certified in the Standards of Quality for Family Strengthening & Support.
- 2.11.2. The FSC reinforces the self-esteem of the parents, children and/or adolescents while promoting families' use of natural supports and networks.
- 2.11.3. The FSC conveys a sense of joint responsibility with families for needs identified upon intake and throughout enrollment in the program.
- 2.12. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.13. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.13.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.13.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.13.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.13.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.13.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.13.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
  - 2.13.7. Practitioners work with families to mobilize formal and informal resources to support family development.
  - 2.13.8. Programs are flexible and continually responsive to emerging family and community issues.
  - 2.13.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.14. The Contractor shall ensure adherence to the Principles of Family Support Practice by:
  - 2.14.1. Developing and maintaining an active PIH Family Council that ensures the program is meeting the needs of the families by including families in program:





- 2.14.1.1. Planning;
- 2.14.1.2. Implementation; and
- 2.14.1.3. Decision-making.
- 2.14.2. Ensuring the FSC and LAS attend monthly State PIH Stakeholder meetings and bi-monthly Lead Supervisor Meetings to collaborate and advocate for families and CYSHCN with the Department and other sites.
- 2.15. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.16. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
  - 2.16.1. Child health services.
  - 2.16.2. Early supports and services providers.
  - 2.16.3. Parent information centers.
  - 2.16.4. State benefit programs.
  - 2.16.5. Local schools.
  - 2.16.6. Local hospitals and medical providers.
  - 2.16.7. Local town and state governments.
- 2.17. The Contractor shall ensure the PIH Family Council:
  - 2.17.1. Reviews budgets for the PIH program and the use of flex funds.
  - 2.17.2. Plans and implements PIH Events.
  - 2.17.3. Reviews data quarterly to understand:
    - 2.17.3.1. How flex funds are being used.
    - 2.17.3.2. Numbers being served.
    - 2.17.3.3. Age groups of the population being served.
    - 2.17.3.4. Upcoming state lead practices and policy.
- 2.18. The Contractor shall facilitate quarterly interagency meetings to consult on mutual cases.
- 2.19. The Contractor shall provide educational opportunities to families, as well as training and support activities to PIH Family Councils by ensuring the FSC:
  - 2.19.1. Partners with families throughout the needs assessment and goal-making process.



- 2.19.2. Provides individualized, culturally responsive, and relevant services for each family.
- 2.19.3. Provides family-centered care and basic family support.
- 2.19.4. Encourages families to participate in their own education and awareness of resources.
- 2.19.5. Provides a monthly newsletter to participating families regarding areas relating to CYSHCN that may include, but are not limited to:
  - 2.19.5.1. Training opportunities.
  - 2.19.5.2. Conferences.
  - 2.19.5.3. Workshops.
  - 2.19.5.4. Webinars.
  - 2.19.5.5. Community events.
  - 2.19.5.6. Support group information.
- 2.20. The Contractor shall collaborate with families to identify priorities and needs while increasing independence in managing their children's chronic health condition.
- 2.21. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.22. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.22.1. Biennial Department Survey.
  - 2.22.2. Biennial PIH Audit.
  - 2.22.3. Contract Compliance Reviews.
- 2.23. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.24. The Contractor shall participate in evaluation activities including, but not limited to:
  - 2.24.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.



- 2.24.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.24.3. Maintaining current quality assurance reports; updating the reports, as needed; and ensuring they are used on a regular basis in order to:
  - 2.24.3.1. Self-monitor delivery of program services.
  - 2.24.3.2. Plan proactively for renewal of services.
  - 2.24.3.3. Ensure all information regarding a participant is centrally available by using the statewide database.
- 2.24.4. Employing a full time Quality Coordinator who provides:
  - 2.24.4.1. Quality reviews of all departments.
  - 2.24.4.2. Training on best practices in service delivery, documentation, and uniformity of practice.
- 2.24.5. Participating in site reviews conducted by the Department regarding contract implementation and compliance in order to:
  - 2.24.5.1. Provide opportunities to self-reflect on services provided.
  - 2.24.5.2. Develop plans for improvements in areas of challenge.
  - 2.24.5.3. Maintain and continue to enhance areas of best practice.
- 2.24.6. Ensuring the PIH Family Support Council assists in determining quality indicators by:
  - 2.24.6.1. Reviewing services available and services provided.
  - 2.24.6.2. Reviewing monthly billing practices.
  - 2.24.6.3. Reviewing special cases and circumstances.
  - 2.24.6.4. Conducting outreach to families in the program.
  - 2.24.6.5. Participating in surveys providing feedback on satisfaction and quality with the biannual site reviews.
- 2.24.7. Conducting surveys after hosting events to obtain feedback on the satisfaction with the event.

2.25. The Contractor shall ensure the FSC attends monthly statewide meetings.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the LAS.
- 3.2. The Contractor shall ensure the LAS:
  - 3.2.1. Participates in quarterly meetings with the Department;



- 3.2.2. Provides supervision to the FSC; and
- 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities do not comply with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. LAS Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.



- 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
- 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure the LAS and FSC receive the training in the following areas of the Standards of Quality for Family Strengthening and Support and best practices:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.
  - 3.9.4. Community Building.
  - 3.9.5. Evaluation.
  - 3.9.6. Person-centered planning.
  - 3.9.7. Motivational interviewing.
  - 3.9.8. SMART goals.
  - 3.9.9. Other best practice related trainings.
- 3.10. The Contractor shall employ a Staff Development Trainer to research training opportunities specific to the chronically ill population which may include, but not be limited to topics such as:
  - 3.10.1. Estate Planning.
  - 3.10.2. Guardianship.
  - 3.10.3. Special Needs Trusts.
  - 3.10.4. First Aid and CPR.
- 3.11. The Contractor shall employ a full time Quality Coordinator to provide quality reviews of all departments and training on best practices in service delivery, documentation, and uniformity of practice.
- 3.12. The Contractor shall ensure the LAS has a dedicated monthly schedule for supervision with the FSC that includes, but is not limited to the self-identification of training needs and opportunities.
- 3.13. The Contractor shall ensure the FSC:
  - 3.13.1. Participates in monthly Family Support Staff meetings for supervision and training specific to supporting and providing family support services.
  - 3.13.2. Attends monthly All Staff Meetings for the whole agency.
  - 3.13.3. Attends all Contractor trainings and additional trainings as outlined by the Department.



- 3.13.4. Maintains ongoing training, as needed, in Motivational Interviewing, Person Centered Planning, and is certified in the Quality Standards in Family Strengthening.
- 3.14. The Contractor shall provide ongoing training for the FSC and LAS including, but not limited to:
  - 3.14.1. Resources in the community.
  - 3.14.2. Self-care.
  - 3.14.3. Mental health.
- 3.15. The Contractor shall ensure the FSC attends the annual Family Support Conference.

#### 4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### 5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
- 5.2. The Contractor will ensure program sustainability by:
  - 5.2.1. Utilizing the FSC and Development Department to develop grant and fundraising activities.



- 5.2.2. Providing best practices and high quality family support services that are responsive to the changing trends in needs for this population.
- 5.2.3. Collaborating with the Family Council to bring forward the needs of participants and adapt services to those needs.
- 5.2.4. Collaborating with the Department at their monthly stakeholder sessions and through ongoing dialogue with assigned Program Specialists for the program to review cases.
- 5.2.5. Having a dedicated position to Legislative Advocacy.
- 5.2.6. Utilizing the Gateways Family Advocacy Network, which has training opportunities and communicates information on legislative issues and opportunities.
- 5.2.7. Encouraging advocacy directly from families, when issues arise within the program.

## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of ninety (90) families per State Fiscal Year.



### **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.



**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [erika.downie@dhhs.nh.gov](mailto:erika.downie@dhhs.nh.gov), or invoices may be mailed to:

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name: **Area Agency of Greater Nashua, Inc. DBA Gateways Community Services**

Budget Request for: **Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions**

Budget Period: **July 1, 2019-June 30, 2020 (SFY20)**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 32,342.00	\$ 4,726.00	\$ 37,075.00	\$ 18,204.00	\$ 4,726.00	\$ 22,930.00	\$ 14,145.00	\$ -	\$ 14,145.00
2. Employee Benefits	\$ 12,468.00	\$ 1,890.00	\$ 14,788.00	\$ 7,947.00	\$ 1,890.00	\$ 9,837.00	\$ 4,951.00	\$ -	\$ 4,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ 2,671.00	\$ 2,671.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 575.00	\$ -	\$ 575.00	\$ 505.00	\$ -	\$ 505.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (per NH data is mandatory) Flex fund	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 60,022.00</b>	<b>\$ 10,587.00</b>	<b>\$ 70,609.00</b>	<b>\$ 29,856.00</b>	<b>\$ 10,587.00</b>	<b>\$ 40,443.00</b>	<b>\$ 30,166.00</b>	<b>\$ -</b>	<b>\$ 30,166.00</b>

Indirect As A Percent of Direct

17.4%

## New Hampshire Department of Health and Human Services

Contractor name/Area Agency of Greater Nashua, Inc DBA Gateways Community Services

**Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions**

Budget Period | July 1, 2020-June 30, 2021 (SFY21)

[illegible]

Prepared by: **Shirley S. Williams**  
 Date: **2020-04-25**  
 Page: **1 of 1**

TC  
Contributor Initials  
Date 5/2/11/19



### **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.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

**20. Contract Definitions:**

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





## REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

5/21/19  
Date

Vendor Name: Gateways Community Services  
Tim Leach  
Name: TIM LEACH  
Title: CFO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Gateways Community Services

5/21/19  
Date

Tim Leach  
Name: Tim Leach  
Title: CEO



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

The Vendor 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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5/21/19



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 (1)(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.

5/21/19  
Date

Vendor Name: Gateway Community Services  
Tim Leach  
Name: Tim Leach  
Title: CFO



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

The Vendor 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:

Vendor 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

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Gateway Community Services

5/21/14  
Date

Tim Leach  
Name: Tim Leach  
Title: CFO

Exhibit G

Vendor Initials TZ

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

Date 5/21/14





**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 Vendor 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 Vendor 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.

Vendor Name: Gateway Community Services

5/21/19  
Date

Tim Leach  
Name: Tim Leach  
Title: CFO

Vendor Initials TL  
Date 5/21/19



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1 Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Deborah D. Schetz  
Signature of Authorized Representative

Deborah D. Schetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-23-19  
Date

Gateway Community Services  
Name of the Vendor

Tim Leach  
Signature of Authorized Representative

Tim Leach  
Name of Authorized Representative

CFO  
Title of Authorized Representative

5/21/19  
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 Vendor 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 Vendor 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.

Vendor Name: Gateway Community Services

5/21/19  
Date

[Signature]  
Name: Tim Leach  
Title: CFO



New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Vendor 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: 193539343
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   **Y**   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   **Y**   YES

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

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

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

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

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

**DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

**DHHS Information Security Requirements**



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

DHHS Information Security Requirements



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

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



**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

**DHHS Information Security Requirements**

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

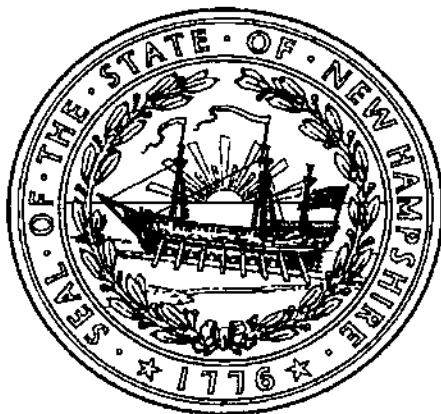
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74294

Certificate Number: 0004486445



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

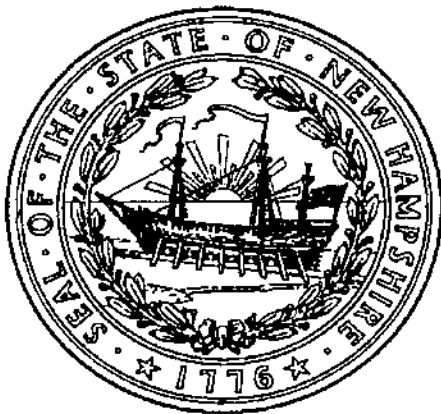
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 593338

Certificate Number: 0004486409



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, MARK M. THORNTON, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Area Agency of Greater Nashua dba Gateways Community Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted via an approved electronic vote of the Board of Directors of the Agency duly passed on 5/17/19:  
(Date)

**RESOLVED:** That the \_\_\_\_\_ Chief Financial Officer \_\_\_\_\_  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into this Partners in Health Family Support Services contract with the State.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of May, 2019.  
(Date Contract Signed)

4. Tim Leach is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

Mark M. Thornton  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of May, 2019.

By Mark Thornton  
(Name of Elected Officer of the Agency)

Janice M. Lewis  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/11/22

Client#: 492697

GATEWCOM

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS:															
<b>INSURED</b> Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>32204</td> </tr> <tr> <td>INSURER B : AM Mutual Insurance Company</td> <td>33758</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Philadelphia Insurance Company	32204	INSURER B : AM Mutual Insurance Company	33758	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER	NAIC #																
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INSURER B : AM Mutual Insurance Company	33758																
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1768265	01/23/2019	01/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1768263	01/23/2019	01/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB615515	01/23/2019	01/23/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ECC600400028612018	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab		PHPK1768265	01/23/2019	01/23/2020	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This Certificate covers all operations usual and customary to the business of the insured.

## CERTIFICATE HOLDER

## CANCELLATION

DHHS/BEAS  
 129 Pleasant Street  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

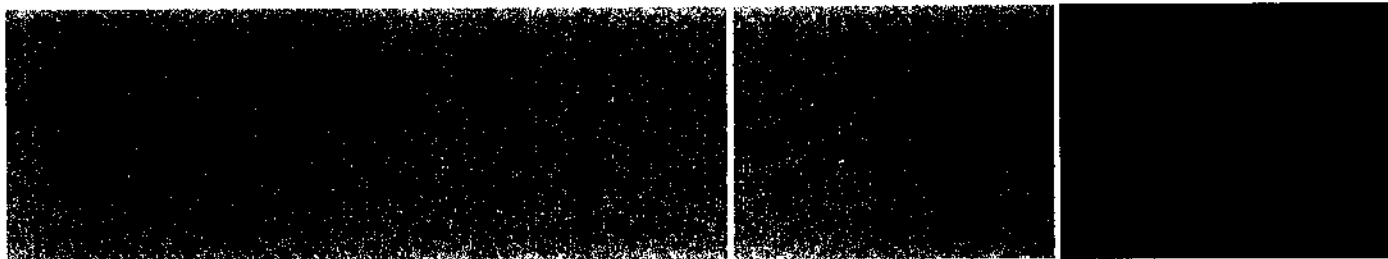




### **Mission**

GCS believes that all people are of great value.

We provide innovative, high quality, long term services to support individuals throughout their lifetimes so they can lead meaningful lives in their communities.



## CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report







## INDEPENDENT AUDITOR'S REPORT

Board of Directors

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services  
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Board of Directors  
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services  
and Area Agency Properties, Inc.  
Page 2

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 25, 2018

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Financial Position**

**June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Current assets		
Cash	\$ 2,290,574	\$ 1,391,317
Client accounts	494,097	491,309
Accounts receivable, net of allowance for doubtful accounts of \$113,924 and \$82,722 in 2018 and 2017, respectively	5,687,296	5,915,359
Prepaid expenses and other current assets	<u>143,409</u>	<u>140,626</u>
Total current assets	8,615,376	7,938,611
Property and equipment, net	2,339,041	2,447,245
Deposits	111,417	54,700
Beneficial interest in an agency fund	<u>38,308</u>	<u>35,797</u>
Total assets	<u>\$ 11,104,142</u>	<u>\$ 10,476,353</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 96,009	\$ 464,182
Accounts payable	2,309,992	2,200,407
Accrued expenses and other current liabilities	1,281,833	1,032,357
Deferred revenue	1,558,030	1,559,464
Client accounts	<u>494,097</u>	<u>491,309</u>
Total current liabilities	5,739,961	5,747,719
Long-term debt, net of current portion	<u>471,872</u>	<u>208,091</u>
Total liabilities	<u>6,211,833</u>	<u>5,955,810</u>
Net assets		
Unrestricted	4,874,614	4,490,239
Temporarily restricted	<u>17,695</u>	<u>30,304</u>
Total net assets	<u>4,892,309</u>	<u>4,520,543</u>
Total liabilities and net assets	<u>\$ 11,104,142</u>	<u>\$ 10,476,353</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Activities**

**For the Year Ended June 30, 2018  
(With Comparative Totals for the Year Ended June 30, 2017)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
Revenue and support				
Medicaid	\$ 41,813,687	\$ -	\$ 41,813,687	\$ 40,192,850
New Hampshire Department of Developmental Services	1,404,307	-	1,404,307	864,413
Veterans individual program service	3,387,092	-	3,387,092	2,954,678
Contributions and grants	1,052,111	7,618	1,059,729	1,001,288
Client fees	186,604	-	186,604	173,960
Adult day service program	204,079	-	204,079	206,426
Rental income	41,825	-	41,825	38,460
Other revenues	516,043	-	516,043	378,201
The PLUS Company, Inc. services	131,996	-	131,996	131,988
United Way	13,471	-	13,471	14,829
Third party insurance	1,401,349	-	1,401,349	1,022,611
Production sales and service	175,215	-	175,215	139,346
Net assets released from restrictions	<u>20,227</u>	<u>(20,227)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>50,348,006</u>	<u>(12,609)</u>	<u>50,335,397</u>	<u>47,119,050</u>
Operating expenses				
Program services				
Adult services	37,889,769	-	37,889,769	36,210,707
Children services	4,293,965	-	4,293,965	3,723,900
Elder services	<u>4,837,583</u>	<u>-</u>	<u>4,837,583</u>	<u>4,377,235</u>
Total program services	<u>47,021,317</u>	<u>-</u>	<u>47,021,317</u>	<u>44,311,842</u>
Supporting services				
General management	2,742,000	-	2,742,000	2,521,771
Fundraising	<u>200,314</u>	<u>-</u>	<u>200,314</u>	<u>95,337</u>
Total supporting services	<u>2,942,314</u>	<u>-</u>	<u>2,942,314</u>	<u>2,617,108</u>
Total operating expenses	<u>49,963,631</u>	<u>-</u>	<u>49,963,631</u>	<u>46,928,950</u>
Change in net assets	384,375	(12,609)	371,766	190,100
Net assets, beginning of year	<u>4,490,239</u>	<u>30,304</u>	<u>4,520,543</u>	<u>4,330,443</u>
Net assets, end of year	<u>\$ 4,874,614</u>	<u>\$ 17,695</u>	<u>\$ 4,892,309</u>	<u>\$ 4,520,543</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Activities**

**Year Ended June 30, 2017**

	Unrestricted	Temporarily Restricted	Total
Revenue and support			
Medicaid	\$ 40,192,850	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Service	864,413	-	864,413
Veterans individual service program	2,954,678	-	2,954,678
Contributions and grants	981,189	20,099	1,001,288
Client fees	173,960	-	173,960
Adult day service program	206,426	-	206,426
Rental income	38,460	-	38,460
Other revenues	378,201	-	378,201
The PLUS Company, Inc. services	131,988	-	131,988
United Way	14,829	-	14,829
Third party insurance	1,022,611	-	1,022,611
Production sales and service	139,346	-	139,346
Net assets released from restrictions	<u>13,466</u>	<u>(13,466)</u>	<u>-</u>
Total revenue and support	<u>47,112,417</u>	<u>6,633</u>	<u>47,119,050</u>
Operating expenses			
Program services			
Adult services	36,210,707	-	36,210,707
Children services	3,723,900	-	3,723,900
Elder services	<u>4,377,235</u>	<u>-</u>	<u>4,377,235</u>
Total program services	<u>44,311,842</u>	<u>-</u>	<u>44,311,842</u>
Supporting services			
General management	2,521,771	-	2,521,771
Fundraising	<u>95,337</u>	<u>-</u>	<u>95,337</u>
Total supporting services	<u>2,617,108</u>	<u>-</u>	<u>2,617,108</u>
Total operating expenses	<u>46,928,950</u>	<u>-</u>	<u>46,928,950</u>
Change in net assets	183,467	6,633	190,100
Net assets, beginning of year	<u>4,306,772</u>	<u>23,671</u>	<u>4,330,443</u>
Net assets, end of year	<u>\$ 4,490,239</u>	<u>\$ 30,304</u>	<u>\$ 4,520,543</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2018**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 39,186,465	\$ 2,095,343	\$ 531,879	\$ 41,813,687	\$ -	\$ -	\$ 41,813,687
New Hampshire Department of Developmental Services	-	-	596,670	807,637	-	1,404,307	-	-	1,404,307
Veterans individual service program	-	-	-	-	3,387,092	3,387,092	-	-	3,387,092
Contributions and grants	-	71,691	26,001	48,354	913,683	1,059,729	-	-	1,059,729
Client fees	-	-	175,396	-	-	175,396	11,208	-	186,604
Adult day service program	-	-	-	-	204,079	204,079	-	-	204,079
Rental income	-	-	41,825	-	-	41,825	436,307	(436,307)	41,825
Other revenues	1,947	2,513	222,131	255,981	33,405	515,977	66	-	516,043
The PLUS Company, Inc. service	130,244	17	1,311	367	67	131,986	-	-	131,996
United Way	-	-	1,588	-	11,883	13,471	-	-	13,471
Third party insurance	-	-	-	1,401,349	-	1,401,349	-	-	1,401,349
Production sales and service	27,789	-	61,840	85,686	-	175,215	-	-	175,215
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	<u>\$ 159,980</u>	<u>\$ 74,221</u>	<u>\$ 40,390,765</u>	<u>\$ 4,694,617</u>	<u>\$ 5,082,078</u>	<u>\$ 50,401,661</u>	<u>\$ 447,581</u>	<u>\$ (513,846)</u>	<u>\$ 50,335,397</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2017**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 37,707,596	\$ 1,962,899	\$ 522,355	\$ 40,192,850	\$ -	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Services	-	-	166,554	897,859	-	864,413	-	-	864,413
Veterans individual service program	-	-	-	-	2,954,678	2,954,678	-	-	2,954,678
Contributions and grants	-	53,050	18,693	107,133	822,412	1,001,288	-	-	1,001,288
Client fees	-	-	173,960	-	-	173,960	-	-	173,960
Adult day service program	-	-	-	-	206,426	206,426	-	-	206,426
Rental income	-	-	38,460	-	-	38,460	390,588	(390,588)	38,460
Other revenues	2,570	4,250	181,433	143,737	46,123	378,113	88	-	378,201
The PLUS Company, Inc. services	130,556	9	1,303	-	120	131,988	-	-	131,988
United Way	-	-	2,032	-	12,797	14,829	-	-	14,829
Third party insurance	-	-	-	1,022,611	-	1,022,611	-	-	1,022,611
Production sales and service	22,435	-	50,833	65,375	703	139,346	-	-	139,346
Management fees	-	-	77,154	-	-	77,154	-	(77,154)	-
Total revenue and support	<u>\$ 155,561</u>	<u>\$ 57,309</u>	<u>\$ 38,418,018</u>	<u>\$ 3,999,614</u>	<u>\$ 4,565,614</u>	<u>\$ 47,196,116</u>	<u>\$ 390,676</u>	<u>\$ (467,742)</u>	<u>\$ 47,119,050</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2018**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,444,299	\$ 91,254	\$ 3,212,954	\$ 2,445,982	\$ 2,959,547	\$ 10,154,036	\$ -	\$ -	\$ 10,154,036
Contract staff	88,975	-	20,377	19,834	-	129,186	7,236	-	136,422
Employee benefits	332,694	28,622	816,284	535,331	195,676	1,907,607	-	-	1,907,607
Payroll taxes	91,270	6,469	230,077	175,012	223,097	725,925	-	-	725,925
Total payroll and related expenses	<u>1,957,238</u>	<u>126,345</u>	<u>4,279,692</u>	<u>3,176,159</u>	<u>3,378,320</u>	<u>12,916,754</u>	<u>7,236</u>	<u>-</u>	<u>12,923,990</u>
Other expenses									
Client treatment services	-	-	3,618,526	669,603	820,690	5,108,819	-	-	5,108,819
Professional fees	438,871	7,538	397,099	86,310	506,180	1,435,998	-	-	1,435,998
Staff development and training	40,286	5,489	39,642	14,589	1,338	101,344	-	-	101,344
Rent and mortgage interest	23,573	1,565	392,300	130,720	92,055	640,213	22,943	(436,307)	226,849
Other occupancy costs	-	-	-	-	-	-	31,675	-	31,675
Utilities	5,211	349	27,137	24,306	1,177	58,180	4,413	-	62,593
Repairs and maintenance	12,770	465	120,539	35,016	1,846	170,836	194,891	(77,538)	287,989
Office, building and household	48,598	2,364	48,071	54,023	8,742	161,798	572	-	162,370
Equipment rental	16,089	495	38,499	10,848	3,125	69,056	-	-	69,056
Advertising	5,512	17,194	557	1,325	1,000	25,588	-	-	25,588
Communications	6,495	214	26,056	9,431	4,565	46,761	-	-	46,761
Transportation	8,009	336	200,964	34,832	5,175	249,316	114	-	249,430
Insurance	20,042	396	30,776	8,612	1,699	61,525	17,328	-	78,853
Other	159,414	37,590	45,756	25,345	20,261	288,366	320	-	288,686
Subcontractor	-	-	28,673,151	13,373	-	28,686,524	-	-	28,686,524
Total other expenses	<u>784,870</u>	<u>73,995</u>	<u>33,659,073</u>	<u>1,118,333</u>	<u>1,467,853</u>	<u>37,104,124</u>	<u>272,256</u>	<u>(513,845)</u>	<u>36,862,535</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,742,108	200,340	37,937,765	4,294,492	4,846,173	50,020,878	279,492	(513,845)	49,786,525
Depreciation	5,542	371	29,141	8,074	1,251	44,379	132,727	-	177,106
Area Agency Properties expense allocation	22,916	1,611	312,884	34,889	39,919	412,219	(412,219)	-	-
Elimination allocation	(28,565)	(2,008)	(390,021)	(43,490)	(49,760)	(513,845)	-	513,845	-
Total operating expenses	<u>\$ 2,742,000</u>	<u>\$ 200,314</u>	<u>\$ 37,889,769</u>	<u>\$ 4,293,965</u>	<u>\$ 4,837,583</u>	<u>\$ 49,963,631</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 49,963,631</u>

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



**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2017**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
<b>Payroll and related expenses</b>									
Salaries and wages	\$ 1,313,098	\$ 25,490	\$ 3,149,642	\$ 2,174,321	\$ 2,574,717	\$ 9,237,268	\$ -	\$ -	\$ 9,237,268
Contract staff	86,012	3	18,808	114	37	104,974	-	-	104,974
Employee benefits	353,003	6,338	608,661	399,893	155,552	1,523,447	-	-	1,523,447
Payroll taxes	92,660	1,935	235,189	154,339	196,590	690,713	-	-	690,713
Total payroll and related expenses	<u>1,844,773</u>	<u>33,766</u>	<u>4,012,300</u>	<u>2,738,667</u>	<u>2,926,896</u>	<u>11,556,402</u>	<u>-</u>	<u>-</u>	<u>11,556,402</u>
<b>Other expenses</b>									
Client treatment services	2,243	-	3,313,377	667,429	825,963	4,809,012	-	-	4,809,012
Professional fees	428,011	2,045	535,181	72,108	467,996	1,505,341	6,852	(6,852)	1,505,341
Staff development and training	32,423	5,157	66,780	15,503	2,162	122,025	-	-	122,025
Rent and mortgage interest	101,728	809	351,630	55,106	10,570	519,843	26,674	(390,588)	155,929
Other occupancy costs	-	-	-	-	-	-	36,862	-	36,862
Utilities	4,232	196	27,827	8,599	2,559	43,413	1,168	-	44,581
Repairs and maintenance	7,000	323	98,806	15,759	4,628	126,516	181,882	(70,302)	248,096
Office building and household	38,161	511	40,404	18,470	9,702	107,248	1,244	-	108,492
Equipment rental	17,408	253	35,967	10,469	5,339	69,436	-	-	69,436
Advertising	4,809	7,512	2,847	1,952	254	17,374	-	-	17,374
Communications	6,405	112	23,840	5,641	5,100	41,098	192	-	41,290
Transportation	6,208	1,053	164,286	33,478	13,015	218,040	2,916	-	220,956
Insurance	17,606	188	26,655	7,646	2,848	54,943	15,370	-	70,313
Other	9,192	43,338	69,011	51,891	101,811	275,243	589	-	275,832
Subcontractor	-	-	27,454,379	17,110	-	27,471,489	-	-	27,471,489
Total other expenses	<u>675,426</u>	<u>61,497</u>	<u>32,210,990</u>	<u>981,161</u>	<u>1,451,947</u>	<u>35,381,021</u>	<u>283,749</u>	<u>(467,742)</u>	<u>35,197,028</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,520,199	95,263	36,223,290	3,719,828	4,378,843	46,937,423	283,749	(467,742)	46,753,430
Depreciation	4,360	202	28,957	8,224	2,636	44,379	131,141	-	175,520
Area Agency Properties expense allocation	21,881	1,000	326,102	32,589	33,318	414,890	(414,890)	-	-
Elimination allocation	(24,669)	(1,128)	(367,642)	(36,741)	(37,562)	(467,742)	-	467,742	-
Total operating expenses	<u>\$ 2,521,771</u>	<u>\$ 95,337</u>	<u>\$36,210,707</u>	<u>\$ 3,723,900</u>	<u>\$4,377,235</u>	<u>\$ 46,928,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,928,950</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Cash Flows**

**For the Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 50,554,416	\$ 46,703,956
Cash paid to suppliers and employees	(49,407,304)	(46,528,304)
Interest received	5,099	2,104
Interest paid	(22,943)	(26,674)
Net cash provided by operating activities	<u>1,129,268</u>	<u>151,082</u>
Cash flows from investing activities		
Change in deposits	(56,717)	23,857
Acquisition of property and equipment	(68,902)	(44,526)
Net cash used by investing activities	<u>(125,619)</u>	<u>(20,669)</u>
Cash flows from financing activities		
Proceeds from long-term debt issuance	200,000	-
Payments on long-term debt	(304,392)	(60,053)
Net cash used by financing activities	<u>(104,392)</u>	<u>(60,053)</u>
Net increase in cash	899,257	70,360
Cash, beginning of year	<u>1,391,317</u>	<u>1,320,957</u>
Cash, end of year	<u>\$ 2,290,574</u>	<u>\$ 1,391,317</u>
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	\$ 371,766	\$ 190,100
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	177,106	175,520
Loss on disposal of property and equipment	-	516
Change in beneficial interest in an agency fund	(2,511)	(4,021)
Change in assets and liabilities		
Decrease (increase) in accounts receivable	228,063	(512,091)
(Increase) decrease in prepaid expenses and other current assets	(2,783)	14,788
Increase (decrease) in accounts payable	109,585	(125,642)
Increase in accrued expenses and other current liabilities	249,476	308,790
(Decrease) increase in deferred revenue	(1,434)	103,122
Net cash provided by operating activities	<u>\$ 1,129,268</u>	<u>\$ 151,082</u>
Supplemental information		
Refinancing of long-term debt	<u>\$ 160,226</u>	<u>\$ -</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Nature of Activities**

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates**

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

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

**Income Taxes**

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

**Cash**

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$113,924 and \$82,722 was recognized at June 30, 2018 and 2017, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture, equipment and vehicles	5-10 years

**Deferred Revenue**

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

**Functional Allocation of Expenses**

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

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2018, which is the date that the consolidated financial statements were available to be issued.

**2. Property and Equipment**

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and improvements	\$ 604,520	\$ 604,520
Building improvements	3,572,967	3,506,745
Vehicles	14,452	14,452
Equipment and furniture	<u>496,932</u>	<u>496,932</u>
	4,688,871	4,622,649
Less accumulated depreciation	<u>(2,349,830)</u>	<u>(2,175,404)</u>
	<u>\$ 2,339,041</u>	<u>\$ 2,447,245</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

**3. Line of Credit**

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (5.00% at June 30, 2018). The Organization had no outstanding balance at June 30, 2018 and 2017. The line of credit is due for renewal on February 28, 2020.

**4. Long-Term Debt**

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.35%, with a balloon payment in May 2018; collateralized by real estate. The mortgage note payable was refinanced in May 2018.	\$ -	\$ 422,644
New Hampshire Health and Education Facilities Authority note payable, due in monthly installments of \$3,419 including interest at 1.00%, through June 2023; collateralized by a first position lien on land and buildings.	200,000	-
Mortgage note payable in second position, due in monthly installments of \$1,670 including interest at 4.56%, through June 2028; collateralized by a second lien position on land and buildings.	160,226	-
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	97,171	121,556
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>110,484</u>	<u>128,073</u>
	567,881	672,273
Less current portion	<u>(96,009)</u>	<u>(464,182)</u>
Long-term debt, net of current portion	<u>\$ 471,872</u>	<u>\$ 208,091</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

Long-term debt maturities for the next five years are as follows:

2019	\$	96,009
2020		99,102
2021		102,337
2022		93,285
2023		78,528

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2018 and 2017.

**5. Concentration of Credit Risk**

For the years ended June 30, 2018 and 2017, approximately 83% and 85%, respectively, of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2018 and 2017, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 46% and 50%, respectively.

**6. Affiliate**

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. For the years ended June 30, 2018 and 2017, approximately 63% and 64%, respectively, of the revenue and support generated by PLUS was for subcontractor services paid for by Gateways, making PLUS financially dependent on Gateways.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2018 and 2017, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2018 and 2017 is allowed but not required. The Organization's general purpose combined financial statements, which are presented separately from these financial statements, include the accounts of PLUS because it was deemed to provide a more meaningful presentation.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

The following is summarized financial data of PLUS:

	<u>2018</u>	<u>2017</u>
Total assets	\$ <u>4,290,763</u>	\$ <u>3,995,992</u>
Total liabilities	\$ <u>2,548,191</u>	\$ <u>2,330,317</u>
Total net assets	<u>1,742,572</u>	<u>1,665,675</u>
Total liabilities and net assets	\$ <u>4,290,763</u>	\$ <u>3,995,992</u>
Total revenue and support	\$ <u>12,966,112</u>	\$ <u>12,463,289</u>
Total operating expenses	<u>12,889,215</u>	<u>12,345,926</u>
Change in net assets	\$ <u>76,897</u>	\$ <u>117,363</u>
Due to PLUS included in accounts payable	\$ <u>480,756</u>	\$ <u>546,003</u>
PLUS services support included in subcontractor expense	\$ <u>8,896,105</u>	\$ <u>8,725,772</u>

**7. Retirement Plan**

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. Additionally, the plan allows for additional discretionary contributions to be made to the plan. The total matching contributions charged to operations for the Plan were \$176,835 and \$154,382 for the years ended June 30, 2018 and 2017, respectively.

**8. Funds Held by Others**

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling its mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$504,000 at June 30, 2018 and \$468,000 at June 30, 2017.



**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2018 and 2017**

The Organization is also a beneficiary of an agency fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2018 and 2017, the estimated value of the future distributions from the agency fund in the amount of \$38,308 and \$35,797, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in 2018 and 2017.

**9. Fair Value Measurements**

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

**Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$2,511 and \$4,021 for the years ended June 30, 2018 and 2017, respectively.

**GATEWAYS COMMUNITY SERVICES  
BOARD OF DIRECTORS**

*Updated April 10, 2019*

**Edgar R. Carter – Chair  
Helen Honorow – Vice Chair  
Mark Thornton\* – Secretary  
Joe Gamache\* – Treasurer**

**Leah Brokhoff  
Bob Corcoran\*  
Peggy Gilmour  
Jim McKenna  
Jim Moran  
Rich Pietravalle\*  
Lauren Primmer\*  
Lou Primmer\*  
Sharron Rowlett-Moore  
Marc Sadowsky  
Lisa Scheib  
Parker Thornton\***

*\*indicates consumer*

## TIMOTHY A. LEACH, C.P.A.

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### CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

### SUMMARY OF QUALIFICATIONS

*M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.*

**Expertise and knowledge** in financial areas such as:

- |                                     |                             |                     |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant       | - Audits/Internal Controls  | - Policy Design     |
| - International Operations          | - Finance/Fiscal Operations | - Budgeting         |
| - Strategic/Organizational Planning | - Revenue Recognition       | - Corporate Tax     |
| - Foreign Currency Translations     | - System Implementation     | - Staff Development |
| - Consolidated Financials           | - Procurement of Goods      | - Asset Management  |

### SELECTED ACCOMPLISHMENTS

**IMPROVED** consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

**COORDINATED** annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

**DEVELOPED** accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

**SUCCESSFULLY** implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

# **TIMOTHY A. LEACH, C.P.A.**

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## **PROFESSIONAL EXPERIENCE**

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH

2003 – Present

### **Chief Financial Officer**

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up)

2001 – 2003

### **Senior Finance Manager**

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

### **Senior Accountant**

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

1989 – 2000

### **Accounting Manager**

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position on a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH

1988 – 1989

### **Senior and Staff Accountant**

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

## **EDUCATION**

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

## **LICENSE/CERTIFICATION**

Licensed Certified Public Accountant in the State of New Hampshire

## **ASSOCIATIONS/AFFILIATIONS**

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,  
Volunteer – Nashua Soup Kitchen

## **SANDRA B. PELLETIER**

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333

[spellletier@gatewayscs.org](mailto:spellletier@gatewayscs.org) | [www.gatewayscs.org](http://www.gatewayscs.org)

### **PROFESSIONAL SUMMARY**

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

### **EDUCATION**

Leadership New Hampshire

**Certificate** - Intensive 10-month statewide leadership development program (seminar format) **1994**

Antioch College Management Institute, Keene, NH

**Certificate** - Management of Non-Profit Agencies **1983**

University of New Hampshire, Durham, NH

**M.Ed.** **1979**

University of Maine, Orono, ME

**B.A** **1977**

Summa cum Laude, Phi Beta Kappa

### **PERSONAL AWARDS**

25 Extraordinary Women – The Telegraph, Nashua, NH **2013**

Easter Seals Special Achievement in the area of developmental services **2003**

“Citizen of the Year” designate, The PLUS Company, Nashua, NH **2001**

Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club **1991**

Recipient, “Distinguished Service Award in the field of Developmental Disabilities” **1989**

### **CORPORATE AWARDS**

Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services **2012**

By the Center on Human Policy, Syracuse University

Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the **1990**  
New Hampshire Charitable Foundation – The Corporate Fund

### **EXPERIENCE**

Gateways Community Services, Nashua, NH

**President/CEO** **1983 – Present**

Oversees a \$55 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars

### **Board Memberships**

SHARE Outreach **2015 – Present**

Rotary of Nashua West **2002 – Present**

The PLUS Company, Nashua, NH **1996 – Present**

CSNI, Concord, NH (founding Board Chair) **1995 – Present**

New Futures **2015 – 2018**

Regional Special Education Consortium, Amherst, NH **1992 – 2015**

Endowment for Health Foundation – President of the Board **2012 – 2014**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Pelletier	President/CEO	\$193,500.00	0%	0%
Tim Leach	CFO	\$120,000.00	0%	0%



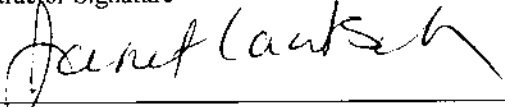


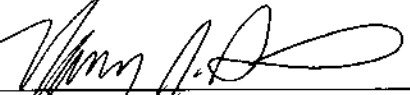
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-04)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Laatsch, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>May 20, 2019</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] 		Simone E. TALBOT, Notary Public State of New Hampshire My Commission Expires September 13, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Simone Talbot, Executive Asst.			
1.14 State Agency Signature  Date: <u>5-24-19</u>		1.15 Name and Title of State Agency Signatory Deborah P. Schetz, 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>5/20/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

#### **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region VIII as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall ensure the PIH Family Support Coordinator (FSC) provides intake services and eligibility determination by:
  - 2.3.1. Accepting referrals to the PIH program from individuals and agencies including, but not limited to:
    - 2.3.1.1. Pediatricians.
    - 2.3.1.2. Medical specialists.
    - 2.3.1.3. The Department.



- 2.3.1.4. The Contractor's Health Centers.
- 2.3.1.5. Social workers.
- 2.3.2. Ensuring the parents complete and sign the Department's "Application for All Services" as well as a medical release that allows the FSC to receive verification of the child's diagnosis from either the primary care doctor or the treating physician.
- 2.3.3. Accepting and reviewing all applications for eligibility in accordance with NH Administrative Rule He-M 523.05.
- 2.3.4. Entering and uploading the application and diagnosis verification form into the State database.
- 2.3.5. Initiating phone contact with families and sending welcome letters detailing:
  - 2.3.5.1. The beginning and end dates of eligibility.
  - 2.3.5.2. The FSC contact information, including hours of availability, telephone number and email address, if applicable.
  - 2.3.5.3. Instructions on how to provide the FSC with notification of any changes in medical insurance coverage within thirty (30) days.
- 2.3.6. Re-determining eligibility, annually, by reviewing the families' action plans and new applications.
- 2.3.7. Sending letters to families when children are found ineligible for services that provide the reason(s) for ineligibility as well as information on alternative support services that may be available.
- 2.4. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.5.1. Flexible services using the elements of Family Centered Care;
  - 2.5.2. Strengths-based assessment and planning;
  - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
  - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.6. The Contractor shall ensure services reflect evidence-based practices and the goals by ensuring the FSC:



- 2.6.1. Tailors services to the family's needs and goals as outlined in the initial intake and subsequent interviews.
- 2.6.2. Incorporates unmet needs into the service plan.
- 2.6.3. Refers families to the Department for medical care coordination and other services, as applicable, to help manage the new diagnosis.
- 2.6.4. Introduces families to foundations specific to their child's condition.
- 2.6.5. Introduces families to other families that have a child with a similar diagnosis.
- 2.6.6. Invites families to serve on the PIH Family Council, where families receive information on what is occurring within the agency to support all families.
- 2.6.7. Encourages families to communicate their needs directly to the FSC or the PIH Family Council as they arise.
- 2.7. The Contractor shall encourage families to participate in PIH program development and implementation.
- 2.8. The Contractor shall solicit input from families through the use of surveys to assess utilization of and satisfaction with program services, and to obtain ideas for program development.
- 2.9. The Contractor shall ensure the FSC shares results from the surveys with the Family Services Director and the PIH Family Council.
- 2.10. The Contractor shall ensure the program is accessible and welcoming to families by:
  - 2.10.1. Ensuring the FSC conducts home visits and meets with families at times and locations that are most convenient for them.
  - 2.10.2. Maintaining program resource materials including, but not limited to a brochure created in conjunction with the PIH Family Council that reflect the diversity of programs and people served.
  - 2.10.3. Ensuring the PIH Family Council members develop the PIH program mission to ensure it accurately reflects the values of PIH families.
  - 2.10.4. Ensuring that the PIH Family Council represents the diversity of PIH families.
- 2.11. The Contractor shall reduce barriers to access programs and services for families, when possible, by providing items and services that may include but are not limited to:
  - 2.11.1. No cost childcare to families during:
    - 2.11.1.1. PIH Family Council meetings.



- 2.11.1.2. PIH events.
- 2.11.1.3. Contractor-sponsored parent education programs.
- 2.11.1.4. On-site medical appointments.
- 2.11.2. Gas cards to families to assist with the cost of attending PIH Family Council meetings.
- 2.11.3. Dinner at every PIH Family Council meeting.
- 2.12. The Contractor shall ensure the FSC conducts outreach to families and sustains constructive relationships with them including, but not limited to:
  - 2.12.1. Collaborating with communications, development and outreach staff at the Lead Agency to coordinate and conduct outreach efforts.
  - 2.12.2. Participating in community fairs and events, in coordination with outreach staff.
  - 2.12.3. Distributing brochures and business cards with personalized notes to agencies including, but not limited to:
    - 2.12.3.1. Boston Children's Hospital.
    - 2.12.3.2. Dana-Farber Cancer Institute.
    - 2.12.3.3. Franciscan Hospital.
    - 2.12.3.4. Local agencies serving children with health conditions and their families such as:
      - 2.12.3.4.1. Richie McFarland Children's Center.
      - 2.12.3.4.2. Rett's Roost.
  - 2.12.4. Meeting with area agencies and schools to discuss the PIH program including, but not limited to:
    - 2.12.4.1. Zebra Crossings.
    - 2.12.4.2. New Heights.
    - 2.12.4.3. Exeter and Raymond High Schools.
  - 2.12.5. Assess families' well-being.
  - 2.12.6. Encourage family participation in PIH program activities.
  - 2.12.7. Maintain a private Facebook page for PIH families.
  - 2.12.8. Provide opportunities for families to participate in leadership programming including, but not limited to:
    - 2.12.8.1. Parent Advocacy Training through the Parent Information Center.
    - 2.12.8.2. Parent Leadership training through NH Family Voices.



- 2.12.8.3. Leadership training through UNH.
- 2.13. The Contractor shall ensure PIH Family Council members:
  - 2.13.1. Assist with promoting the program by distributing materials at medical offices and other community locations.
  - 2.13.2. Develop and promote opportunities for PIH families to engage with each other such as social gatherings.
  - 2.13.3. Sponsor as many interested families as possible to attend the annual NH Family Support Conference.
- 2.14. The Contractor shall assist families with accessing services as needed including, but not limited to:
  - 2.14.1. Primary care.
  - 2.14.2. Dental care.
  - 2.14.3. Behavioral health.
  - 2.14.4. Nutrition.
  - 2.14.5. Parenting groups.
  - 2.14.6. Home visiting.
  - 2.14.7. Child care when at the Contractor's location.
- 2.15. The Contractor shall ensure the FSC incorporates community-based services into the family support provided including, but not limited to:
  - 2.15.1. Assisting families with applying for state and federal programs.
  - 2.15.2. Maintaining a list of community resources that may assist with:
    - 2.15.2.1. Financing the services not covered by insurance.
    - 2.15.2.2. The patient's portion of the medical bill.
  - 2.15.3. Maintaining familiarity with various community organizations that support families.
  - 2.15.4. Maintaining a comprehensive list of community resources and partners that provide services to families.
  - 2.15.5. Attending quarterly Rockingham County Community Resource Network meetings.
- 2.16. The Contractor shall ensure the FSC utilizes a Transition Readiness Assessment Questionnaire (TRAQ) to assist youth and their families in facilitating the conversation surrounding learning adult skills, beginning no later than when clients reach the age of fourteen (14).





- 2.17. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.18. The Contractor shall provide family-centered family support services to families of CYSHCN. The Contractor shall:
- 2.19. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by:
  - 2.19.1. Recognizing and affirming families' strengths and resilience, and being responsive to their concerns and priorities which include, but are not limited to the FSC:
    - 2.19.1.1. Assisting families with setting goals that are attainable and utilizing the strengths they have as part of the assessment process.
    - 2.19.1.2. Meeting with families to review progress towards achieving their goals as well as identify any additional family needs or wants.
    - 2.19.1.3. Referring families to additional resources in the community.
  - 2.19.2. Enhancing families' capacities to support the healthy cognitive, social, emotional, and physical development of their family members which includes, but is not limited to:
    - 2.19.2.1. The PIH Family Council sponsoring various family programs every year to:
      - 2.19.2.1.1. Promote parental resiliency.
      - 2.19.2.1.2. Increase knowledge of parenting and child development.
      - 2.19.2.1.3. Provide social connections for PIH families.
    - 2.19.2.2. The Contractor offering all families access to the array of family programs available from the Contractor which may include, but is not limited to:
      - 2.19.2.2.1. Co-Parenting Support Group.
      - 2.19.2.2.2. Raising Resilient Kids.
      - 2.19.2.2.3. Making Tough Conversations Easier.
      - 2.19.2.2.4. Emotional Regulation.
      - 2.19.2.2.5. Parent Recharge.
      - 2.19.2.2.6. Positive Solutions for Parents of Young Children.
      - 2.19.2.2.7. IEP Process.



- 2.19.2.3. The PIH Family Council sponsoring Greater Seacoast Region families to attend the NH Family Support Conference.
- 2.19.2.4. The FSC seeking new partnerships that can benefit PIH families and the PIH program.
- 2.19.3. Recognizing families as significant resources for their family members and each other which includes, but is not limited to:
  - 2.19.3.1. The FSC and PIH Family Council ensuring the Council members are representative of the PIH families in the region.
  - 2.19.3.2. The FSC and PIH Family Council discussing new ideas for family engagement, and incorporating input from PIH family surveys into the discussion.
  - 2.19.3.3. The Contractor providing activities to help decrease stress, build social connections, and support the social and emotional needs of family members which may include, but not be limited to:
    - 2.19.3.3.1. A pool party.
    - 2.19.3.3.2. A zoo visit.
    - 2.19.3.3.3. A PIH Family Council appreciation night.
    - 2.19.3.3.4. Movie nights.
  - 2.19.3.4. The FSC introducing children and families to other families with related experiences in order for them to learn from each other and broaden their support network.
- 2.20. The Contractor shall ensure the FSC, in conjunction with the PIH Family Council, offers presentations on educational topics for families to:
  - 2.20.1. Learn about community resources.
  - 2.20.2. Connect with other programs to enhance their capacity to support the growth and development of all family members.
  - 2.20.3. Become involved in community activities that advocate for families. Presentations may include, but are not limited to:
    - 2.20.3.1. Stable NH: The State's program that provides a tax-free savings plan for people with disabilities.
    - 2.20.3.2. Parent Information Center (PIC): Provides a wide array of services designed to help parents understand their child's unique needs and the laws that govern the special education process.
    - 2.20.3.3. Zebra Crossings: Provides medically supervised programs for children with chronic health conditions and their siblings.



- 2.20.3.4. Lucy's Love Bus: Provides integrative therapies and family programs to improve quality of life for children with cancer and life-threatening illness, to support their families, and to mobilize the next generation of cancer activists.
- 2.20.3.5. MomsRising: A nationwide movement that addresses some of the most critical issues facing women, mothers, and families by educating the public and mobilizing massive grassroots actions.
- 2.20.3.6. NH Family Voices: Provides free, confidential services and information to families and professionals caring for children with chronic conditions and/or disabilities that empower them to make choices for children and youth in their care.
- 2.21. The Contractor shall ensure the FSC encourages all families to participate in program development by sending a survey to families every six (6) months to:
  - 2.21.1. Gather feedback on program activities and support.
  - 2.21.2. Gather information on new ideas and suggestions for family engagement.
- 2.22. The Contractor shall utilize PIH program materials that incorporate trauma-informed language and reflect the variety of family structures including, but not limited to:
  - 2.22.1. Single parents.
  - 2.22.2. Grandparents.
  - 2.22.3. Partners.
  - 2.22.4. Foster parents .
- 2.23. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.24. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.24.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.24.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.24.3. Families are resources to their own members, to other families, to programs, and to communities.



- 2.24.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
- 2.24.5. Programs are embedded in their communities and contribute to the community-building process which shall include, but not be limited to:
  - 2.24.5.1. Ensuring the FSC attends quarterly Community Resource Network meetings to maintain knowledge of existing resources, share information about the PIH program and to discuss opportunities to strengthen the nonprofit network.
  - 2.24.5.2. Seeking opportunities through their Family Resource Center network and among PIH families to address community issues impacting families' abilities to thrive.
- 2.24.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- 2.24.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 2.24.8. Programs are flexible and continually responsive to emerging family and community issues.
- 2.24.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.25. The Contractor shall ensure the FSC:
  - 2.25.1. Communicates with the Contractor's multi-disciplinary team, which may include but is not limited to physician, nurse practitioner, nurse, child-development specialist, nutritionist, and social worker, face-to-face and through the electronic medical record.
  - 2.25.2. Collaborates with the Department's Health Care Coordinators to ensure families access all the health care resources for their child, for clients with complex care needs.
  - 2.25.3. Makes referrals to other community resources as well as encourages connections with other families to share experiences, learn, advocate, and support each other, based on the needs assessment conducted with each PIH family and resulting plan.
- 2.26. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.27. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall:



- 2.27.1. Ensure the PIH Family Council meets on a monthly basis in order to:
  - 2.27.1.1. Develop the program.
  - 2.27.1.2. Provide oversight.
  - 2.27.1.3. Develop policies.
  - 2.27.1.4. Develop an annual budget.
  - 2.27.1.5. Develop a regional family support plan.
  - 2.27.1.6. Monitor services.
  - 2.27.1.7. Distribute family support funds.
  - 2.27.1.8. Plan events and activities.
- 2.27.2. Maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
  - 2.27.2.1. Child health services.
  - 2.27.2.2. Early supports and services providers.
  - 2.27.2.3. Parent information centers.
  - 2.27.2.4. State benefit programs.
  - 2.27.2.5. Local schools.
  - 2.27.2.6. Local hospitals and medical providers.
  - 2.27.2.7. Local town and state governments.
- 2.27.3. Ensure the FSC maintains community partnerships with agencies that include, but are not limited to:
  - 2.27.3.1. Seacoast YMCA: The YMCA provided discounted membership and waived enrollment fees for PIH families.
  - 2.27.3.2. Raymond High School: The FSC regularly participates in their annual wellness fair.
  - 2.27.3.3. New Heights: New Heights offered discounted camp fees for a PIH client.
  - 2.27.3.4. Lucy's Love Bus: Lucy's Love Bus provides PIH families full access to its Sajni Center where families with children with cancer or life-threatening illness and their siblings and parents/legal guardians may participate in a number of engaging programs.



- 2.27.3.5. Richie McFarland's Children's Center: The FSC works with Richie's Early Services and Supports Team to facilitate the sharing of information and referrals to supportive services such as within the Department.
- 2.27.3.6. Zebra Crossings.
- 2.28. The Contractor shall provide educational opportunities to families, and training and support activities to PIH Family Councils that include, but are not limited to:
  - 2.28.1. Family participation in the annual NH Family Support Conference for a minimum of five (5) families and the FSC, which offers education, networking opportunities, and respite.
  - 2.28.2. Training by the Parent Information Center on the special education process, provided annually, at a minimum.
  - 2.28.3. A special education binder workshop to help PIH parents organize materials for meetings with schools as they develop the most appropriate educational plan for their children.
  - 2.28.4. A presentation by the Youth for Education and Advocacy in Healthcare (YEAH) Council to discuss how they support youth living with chronic health conditions.
  - 2.28.5. Educational opportunities from organizations such as Stable NH and NH Family Voices.
- 2.29. The Contractor shall ensure the FSC provides support activities to families which include, but are not limited to:
  - 2.29.1. Obtaining or maintaining medical insurance coverage, including assisting with completing paperwork and applications.
  - 2.29.2. Assistance with navigating insurance coverage and benefits, addressing errors, finding community resources, and providing PIH program funds, when appropriate.
  - 2.29.3. Offering support within school settings, which may include attending meetings to ensure the child has the most appropriate educational plan.
  - 2.29.4. Introducing children and families to others with related experiences.
  - 2.29.5. Identifying and accessing community supports, services, and programs for which the family and/or child is entitled and/or eligible.
  - 2.29.6. Providing referrals to supports, services, and programs, as needed.
  - 2.29.7. Offering a variety of programs that promote family engagement and respite.



- 2.29.8. Accessing camp, recreation, and other inclusive community opportunities.
- 2.29.9. Reinforcing parents' advocacy and leadership skills.
- 2.29.10. Educating families on how to manage their children's conditions.
- 2.29.11. Coordinating home modification projects to increase independence and accessibility.
- 2.29.12. Assisting families with participation in parent education and support programs, and family programs.
- 2.29.13. Soliciting financial or in-kind support from community groups, foundations, and other sources to augment state funding, as needed.
- 2.29.14. Facilitating the distribution of family support funds under the direction of the PIH Family Council.
- 2.30. The Contractor shall collaborate with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure the FSC:
  - 2.30.1. Develops an annual family support plan, in conjunction with the PIH Family Council that includes goals for engagement of PIH families and opportunities to learn, network, and access community resources to better manage their child's health condition.
  - 2.30.2. Develops and distributes a newsletter that which includes information about regional opportunities of interest, community resources and low-cost enriching activities that offer respite and opportunity for social connection.
  - 2.30.3. Provides services to families including, but not limited to:
    - 2.30.3.1. Attending medical appointments and school meetings.
    - 2.30.3.2. Assisting parents with completing applications for state benefits or small grants for specific financial needs.
    - 2.30.3.3. Assisting the PIH Family Council with planning events that allow families to engage in respite and interactions with other families at events that may include but are not limited to parent education programs, which offer on-site no-cost childcare..
  - 2.30.4. Is available when children are ready to transition from high school into their adult lives
- 2.31. The Contractor shall respond to emerging issues identified by state agencies, communities, PIH Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.



- 2.32. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.32.1. Biennial Department Survey.
  - 2.32.2. Biennial PIH Audit.
  - 2.32.3. Contract Compliance Reviews.
- 2.33. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.34. The Contractor shall participate in evaluation activities including, but not limited to:
  - 2.34.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
  - 2.34.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
  - 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the FSC; and
  - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.





- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
  - 3.6.5. Reviewing FSC monthly reports, expenditures, and activities as well as Medicaid billing to ensure compliance with program requirements and NH Administrative Rule He-M 523
  - 3.6.6. Corrective actions to rectify issues or concerns.
  - 3.6.7. Annual performance evaluations and feedback from the PIH Family Council as well as the State.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. LAS Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.
  - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
  - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.



- 3.9. The Contractor shall provide training and ensure the LAS and FSC receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.
  - 3.9.4. Community Building.
  - 3.9.5. Evaluation.
- 3.10. The Contractor shall ensure the FSC receives training regarding:
  - 3.10.1. Motivational Interviewing.
  - 3.10.2. Person-Center Planning.
  - 3.10.3. SMART goals.
- 3.11. The Contractor shall ensure the LAS provides program orientation, training, and support in database management to any new FSC.
- 3.12. The Contractor shall ensure the LAS conducts monthly meetings with all home visitors and administrative staff of the Family Resource Center and in-person one-one supervision more frequently.

#### 4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### 5. Sustainability



- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of children and young adults with special healthcare needs and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
  - 5.1.3. Actively soliciting grants and donations to benefit the PIH program.
  - 5.1.4. Maintaining productive relationships with area grant programs that are sources of support for PIH families and program activities which may include, but is not limited to:
    - 5.1.4.1. Womenaid.
    - 5.1.4.2. The Harry Gregg Foundation.
    - 5.1.4.3. Annie's Angels.
    - 5.1.4.4. Various diagnosis-specific programs.
  - 5.1.5. Maintaining a binder with national grant programs organized by diagnosis.
  - 5.1.6. Maintaining relationships with other social workers and FSCs to learn about new grant opportunities.
  - 5.1.7. Utilizing other state programs such as NH Family Voices and Childhood Cancer Lifeline when appropriate to best support the families' needs.
  - 5.1.8. Coordinating the distribution of donated items to families

## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of eighty (80) families per State Fiscal Year.



### **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [erika.downie@dhhs.nh.gov](mailto:erika.downie@dhhs.nh.gov), or invoices may be mailed to:

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services												
Contractor name	Greater Seacoast Community Health											
Budget Request for:	Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions											
Budget Period:	July 1, 2019-June 30, 2020 (SFY20)											
1. Total Salary/Wages	\$ 34,580.00	\$ 6,864.00	\$ 41,444.00	\$ 18,772.00	\$ 6,864.00	\$ 25,636.00	\$ 15,808.00	\$ -	\$ -	\$ -	\$ -	\$ 15,808.00
2. Employee Benefits	\$ 5,957.88	\$ 1,304.16	\$ 6,251.84	\$ 3,588.88	\$ 1,304.16	\$ 4,903.84	\$ 3,358.00	\$ -	\$ -	\$ -	\$ -	\$ 3,358.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,900.00	\$ -	\$ 1,900.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 5,340.00	\$ 5,340.00	\$ -	\$ 5,340.00	\$ 5,340.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail's mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEXIBLE FUNDS	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
TOTAL	\$ 63,037.68	\$ 13,508.16	\$ 76,545.84	\$ 23,871.68	\$ 13,508.16	\$ 37,379.84	\$ 39,166.00	\$ -	\$ -	\$ -	\$ -	\$ 39,166.00

Indirect As A Percent of Direct 21.4%

New Hampshire Department of Health and Human Services												
Contractor name: Greater Seacoast Community Health												
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions												
Budget Period: July 1, 2020-June 30, 2021 (SFY21)												
1. Total Salary/Wages	\$ 34,580.00	\$ 6,854.00	\$ 41,444.00	\$ 18,772.00	\$ 8,854.00	\$ 25,536.00	\$ 15,808.00	\$ 15,808.00	\$ 15,808.00	\$ 15,808.00	\$ 15,808.00	\$ 15,808.00
2. Employee Benefits	\$ 6,957.68	\$ 1,391.54	\$ 8,251.84	\$ 3,992.58	\$ 1,391.54	\$ 4,903.84	\$ 3,358.00	\$ 3,358.00	\$ 3,358.00	\$ 3,358.00	\$ 3,358.00	\$ 3,358.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 5,340.00	\$ 5,340.00	\$ -	\$ 5,340.00	\$ 5,340.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEXIBLE FUNDS	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 63,037.68	\$ 13,508.16	\$ 76,545.84	\$ 23,871.68	\$ 13,508.16	\$ 37,379.84	\$ 39,166.00	\$ 39,166.00	\$ 39,166.00	\$ 39,166.00	\$ 39,166.00	\$ 39,166.00

Indirect As A Percent of Direct 21.4%



### **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.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



## REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

### 2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



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

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

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

Vendor Name:

5-20-2019  
Date

*Janet Lantieri*  
Name:  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

5-20-2019  
Date

[Signature]  
Name:  
Title: CEO





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

Vendor Name:

Date

5-20-19

Name:

Title: CEO

Janet Cautsch



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

The Vendor 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:

Vendor 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

Vendor Initials   JC  

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date 5-20-2019

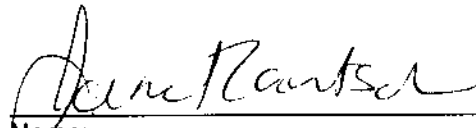
  
Name:  
Title: CEO

Exhibit G

Vendor Initials JR

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



**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 Vendor 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 Vendor 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.

Vendor Name:

5-20-19  
Date

Janet Cantale  
Name:  
Title: CEO



## Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Deborah D. Schetz  
Signature of Authorized Representative

Deborah D. Schetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-24-19  
Date

Greater Seacoast Comm. Health

Name of the Vendor

Janet Laatsch  
Signature of Authorized Representative

Janet Laatsch  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/20/19  
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 Vendor 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 Vendor 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.

Vendor Name:

5/20/2019  
Date

Janet Laatsch  
Name: Janet Laatsch  
Title: CEO



**FORM A**

As the Vendor 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: 780054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

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



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov







# State of New Hampshire

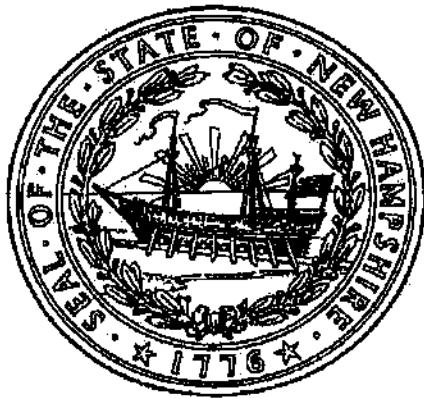
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587

Certificate Number : 0004192540



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of October A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

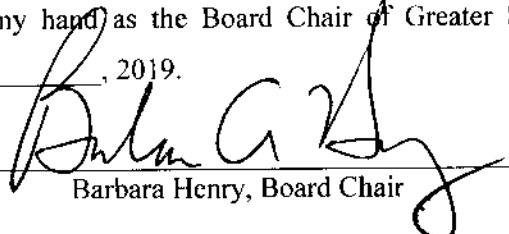
1. I am the duly elected Board Chair of Greater Seacoast Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 21, 2019;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2019.

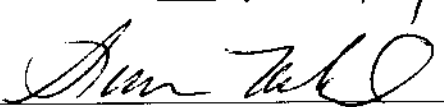
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 20<sup>TH</sup> day of May, 2019.

  
Barbara Henry, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of May, 2019  
by Barbara Henry.

  
Notary Public/Justice of the Peace

SIMONE R. TALBOT, Notary Public  
State of New Hampshire  
My Commission Expires September 13, 2022

My Commission Expires: \_\_\_\_\_



GOODCOM-01

MPOULIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2019

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

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

PRODUCER License # AGR8150  
Clark Insurance  
One Sundial Ave Suite 302N  
Manchester, NH 03103

CONTACT NAME: Ann Morse, CIC

PHONE (A/C, No, Ext): (603) 716-2367

FAX (A/C, No): (603) 622-2854

E-MAIL ADDRESS: amorse@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Tri-State Insurance Company of Minnesota

31003

INSURER B: Acadia

31325

INSURER C: Technology Insurance Company

42376

INSURER D: AIX Specialty Insurance Co

12833

INSURER E:

INSURER F:

INSURED  
Greater Seacoast Community Health, Inc.  
dba Goodwin Community Health, Families First,  
SOS Community Organization, Lilac City Pediatrics  
311 Route 108  
Somersworth, NH 03878

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		ADV6212020-15	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	X POLICY	PRO-JECT	LOC			
	OTHER:					
B	AUTOMOBILE LIABILITY		CAA5331599-11	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR		CUA5214125-14	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TWC3756626	1/1/2019	1/1/2020	X PER STATUTE OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$
D	FTCA GAP Liability		LIV-A671986-04	1/1/2019	1/1/2020	Each Occurrence \$ 1,000,000
D	FTCA GAP Liability		LIV-A671986-04	1/1/2019	1/1/2020	Aggregate \$ 3,000,000

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

## CERTIFICATE HOLDER

State of NH, DHHS  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

## Greater Seacoast Community Health Mission Statement

To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.



**FINANCIAL STATEMENTS**

**December 31, 2017**

**With Independent Auditor's Report**





## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Greater Seacoast Community Health

We have audited the accompanying financial statements of Goodwin Community Health (the Organization), which comprise the balance sheet as of December 31, 2017, and the related statements of operations and changes in net assets and cash flows for the period July 1, 2017 through December 31, 2017, 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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 Goodwin Community Health as of December 31, 2017, and the results of its operations, changes in its net assets and its cash flows for the period July 1, 2017 through December 31, 2017, in accordance with U.S. generally accepted accounting principles.

***Emphasis-of-Matter***

As discussed in Note 1 to the financial statements under the sub-heading "Subsequent Events", Goodwin Community Health merged with Families First of the Greater Seacoast effective January 1, 2018.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
August 27, 2018

**GOODWIN COMMUNITY HEALTH**

**Balance Sheet**

**December 31, 2017**

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 3,379,361
Patient accounts receivable, less allowance for uncollectible accounts of \$210,826	906,747
Grants receivable	571,752
Inventory	244,854
Other current assets	<u>33,159</u>
Total current assets	5,135,873
Investments	1,085,684
Investment in limited liability company	20,298
Property and equipment, net	<u>5,883,017</u>
Total assets	<u>\$12,124,872</u>

**LIABILITIES AND NET ASSETS**

Current liabilities	
Accounts payable and accrued expenses	\$ 125,513
Accrued payroll and related expenses	626,521
Patient deposits	87,632
Deferred revenue	<u>7,386</u>
Total current liabilities	847,052
Net assets	
Unrestricted	<u>11,277,820</u>
Total liabilities and net assets	<u>\$ 12,124,872</u>

---

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



**GOODWIN COMMUNITY HEALTH**

**Statement of Operations and Changes in Net Assets**

**Period July 1, 2017 through December 31, 2017**

Operating revenue and support	
Patient service revenue	\$ 4,390,308
Provision for bad debts	<u>(221,076)</u>
Net patient service revenue	4,169,232
Grants, contracts, and contributions	2,168,775
Other operating revenue	<u>45,118</u>
Total operating revenue and support	<u>6,383,125</u>
Operating expenses	
Salaries and benefits	4,399,919
Other operating expenses	1,230,744
Depreciation	<u>131,549</u>
Total operating expenses	<u>5,762,212</u>
Operating surplus	<u>620,913</u>
Other revenue and gains	
Investment income	26,733
Change in fair value of investments	<u>32,437</u>
Total other revenue and gains	<u>59,170</u>
Excess of revenue over expenses and increase in unrestricted net assets	680,083
Net assets, beginning of period	<u>10,597,737</u>
Net assets, end of period	<u>\$11,277,820</u>

---

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

**GOODWIN COMMUNITY HEALTH**

**Statement of Cash Flows**

**Period July 1, 2017 through December 31, 2017**

Cash flows from operating activities	
Change in net assets	\$ 680,083
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	221,076
Depreciation	131,549
Change in fair value of investments	(32,437)
(Increase) decrease in	
Patient accounts receivable	(44,716)
Grants receivable	330,528
Inventory	(96,754)
Other current assets	(18,318)
Increase (decrease) in	
Accounts payable and accrued expenses	(36,141)
Accrued salaries and related amounts	53,863
Deferred revenue	(39,761)
Patient deposits	<u>(29,600)</u>
Net cash provided by operating activities	<u>1,119,372</u>
Cash flows from investing activities	
Capital acquisitions	(9,979)
Proceeds from sale of investments	213,358
Purchase of investments	<u>(130,313)</u>
Net cash provided by investing activities	<u>73,066</u>
Net increase in cash and cash equivalents	1,192,438
Cash and cash equivalents, beginning of period	<u>2,186,923</u>
Cash and cash equivalents, end of period	<u>\$ 3,379,361</u>

---

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

# **GOODWIN COMMUNITY HEALTH**

## **Notes to Financial Statements**

**December 31, 2017**

### **1. Summary of Significant Accounting Policies**

#### **Organization**

Goodwin Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for the low income population.

#### **Income Taxes**

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and petty cash funds.

#### **Allowance for Uncollectible Accounts**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

## GOODWIN COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2017

A reconciliation of the allowance for uncollectible accounts at December 31, 2017 follows:

Balance, beginning of year	\$ 203,232
Provision	221,076
Write-offs	<u>(213,482)</u>
Balance, end of year	<u>\$ 210,826</u>

#### Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

#### Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

#### Investments

The Organization reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

#### Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 at December 31, 2017.

## **GOODWIN COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2017**

#### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

#### **Patient Deposits**

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

#### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

#### **Charity Care**

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

#### **340B Drug Pricing Program**

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

## GOODWIN COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2017

#### Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

#### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the period July 1, 2017 through December 31, 2017 are as follows:

Program services	\$ 4,764,063
Administrative and general	835,153
Fundraising	<u>162,896</u>
Total	<u>\$ 5,762,212</u>

#### Excess of Revenue Over Expenses

The statement of operations and changes in net assets reflects the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

#### Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through August 27, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective January 1, 2018, the Organization merged with Families First of the Greater Seacoast (FFGS). FFGS is a not-for-profit corporation organized in New Hampshire. FFGS is also an FQHC providing similar services in service areas overlapping with the Organization. All services previously performed by both organizations will continue in a new not-for-profit corporation known as Greater Seacoast Community Health with a calendar fiscal year.

## GOODWIN COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2017

#### 2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of December 31, 2017			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 30,591	\$ -	\$ -	\$ 30,591
Municipal bonds	-	296,753	-	296,753
Exchange traded funds	345,120	-	-	345,120
Mutual funds	413,220	-	-	413,220
Total investments	<u>\$ 788,931</u>	<u>\$ 296,753</u>	<u>\$ -</u>	<u>\$ 1,085,684</u>

Municipal bonds are valued based on quoted market prices of similar assets.

#### 3. Property and Equipment

Property and equipment consisted of the following at December 31, 2017:

Land	\$ 718,427
Building and improvements	5,898,298
Furniture, fixtures, and equipment	<u>1,552,983</u>
Total cost	8,169,708
Less accumulated depreciation	<u>2,286,691</u>
Property and equipment, net	<u>\$ 5,883,017</u>

## GOODWIN COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2017

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

#### 4. Patient Service Revenue

Patient service revenue for the period July 1, 2017 through December 31, 2017 is as follows:

Medicare	\$ 383,956
Medicaid	1,581,270
Third-party payers and self pay	<u>1,733,520</u>
Total patient service revenue	3,698,746
Contracted pharmacy revenue	<u>691,562</u>
Total	<u>\$ 4,390,308</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.



## **GOODWIN COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2017**

A summary of the payment arrangements with major third-party payers follows:

#### **Medicare**

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

#### **Medicaid and Other Payers**

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to approximately \$217,000 for the period July 1, 2017 through December 31, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

#### **5. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. For the period July 1, 2017 through December 31, 2017, contributions amounted to \$61,412.

#### **6. Food Vouchers**

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$578,496 for the period July 1, 2017 through December 31, 2017. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

## **GOODWIN COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2017**

#### **7. Concentration of Risk**

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2017, Medicare represented 20% and Medicaid represented 13% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 70% of grants, contracts, and contributions.

#### **8. Malpractice Insurance**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



# Families First

*support for families...health care for all*

FINANCIAL STATEMENTS

December 31, 2017

With Independent Auditor's Report





## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Greater Seacoast Community Health

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheet as of December 31, 2017 and the related statements of operations, changes in net assets and cash flows for the six months 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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 Families First of the Greater Seacoast as of December 31, 2017, and the results of its operations, changes in its net assets and its cash flows for the six month then ended, in accordance with U.S. generally accepted accounting principles.

***Emphasis-of-Matter***

As discussed in Note 1 to the financial statements under the sub-heading "Subsequent Events", Families First of the Greater Seacoast merged with Goodwin Community Health effective January 1, 2018.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
August 27, 2018

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Balance Sheet**

**December 31, 2017**

**ASSETS**

**Current assets**

Cash and cash equivalents	\$ 594,223
Patient accounts receivable, less allowance for uncollectible accounts of \$59,590	334,297
Grants receivable	157,603
Pledges receivable	564,192
Other current assets	<u>23,673</u>

Total current assets 1,673,988

Investments	18,019
Investment in limited liability company	20,298
Assets limited as to use	1,577,139
Property and equipment, net	<u>559,274</u>

Total assets \$ 3,848,718

**LIABILITIES AND NET ASSETS**

**Current liabilities**

Accounts payable and accrued expenses	\$ 185,601
Accrued payroll and related expenses	415,123
Patient deposits	78,683
Deferred revenue	<u>2,000</u>

Total current liabilities and total liabilities 681,407

**Net assets**

Unrestricted	693,979
Temporarily restricted	1,245,382
Permanently restricted	<u>1,227,950</u>

Total net assets 3,167,311

Total liabilities and net assets \$ 3,848,718

---

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statement of Operations**

**For the Six Months Ended December 31, 2017**

Operating revenue	
Patient service revenue	\$ 1,331,589
Provision for bad debts	<u>(62,586)</u>
Net patient service revenue	1,269,003
Grants and contracts	812,400
Contributions	381,432
Other operating revenue	22,969
Net assets released from restriction for operations	<u>580,481</u>
Total operating revenue	<u>3,066,285</u>
Operating expenses	
Salaries and benefits	2,593,597
Other operating expenses	878,507
Depreciation	<u>55,519</u>
Total operating expenses	<u>3,527,623</u>
Operating loss	<u>(461,338)</u>
Non-operating revenue and gains	
Investment income	8,066
Change in fair value of investments	<u>(5,192)</u>
Total non-operating revenue and gains	<u>2,874</u>
Deficiency of revenue over expenses	(458,464)
Grants and contributions received for capital acquisition	<u>30,325</u>
Decrease in unrestricted net assets	<u>\$ (428,139)</u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statement of Changes in Net Assets**

**For the Six Months Ended December 31, 2017**

Unrestricted net assets	
Deficiency of revenue over expenses	\$ (458,464)
Grants and contributions received for capital acquisition	<u>30,325</u>
Decrease in unrestricted net assets	<u>(428,139)</u>
Temporarily restricted net assets	
Contributions	1,057,526
Investment income	50,371
Change in fair value of investments	77,548
Net assets released from restrictions for operations	<u>(580,481)</u>
Increase in temporarily restricted net assets	<u>604,964</u>
Change in net assets	176,825
Net assets, beginning of year	<u>2,990,486</u>
Net assets, end of year	<u>\$ 3,167,311</u>

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



**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statement of Cash Flows**

**For the Six Months Ended December 31, 2017**

Cash flows from operating activities	
Change in net assets	\$ 176,825
Adjustments to reconcile change in net assets to net cash used by operating activities	
Provision for bad debts	62,586
Depreciation	55,519
Restricted contributions for long-term purposes	(30,325)
Change in fair value of investments	(72,356)
(Increase) decrease in the following assets:	
Patient accounts receivable	(39,173)
Grants receivable	(2,996)
Pledges receivable	(318,838)
Other current assets	49,996
Increase (decrease) in the following liabilities:	
Accounts payable and accrued expenses	(5,769)
Accrued payroll and related expenses	7,897
Patient deposits	1,910
Deferred revenue	<u>(1)</u>
Net cash used by operating activities	<u>(114,725)</u>
Cash flows from investing activities	
Capital acquisitions	(39,834)
Purchase of investments	(11,721)
Proceeds from the sale of investments	<u>232,000</u>
Net cash provided by investing activities	<u>180,445</u>
Cash flows from financing activities	
Restricted contributions for long-term purposes	<u>30,325</u>
Net increase in cash and cash equivalents	96,045
Cash and cash equivalents, beginning of year	<u>498,178</u>
Cash and cash equivalents, end of year	<u>\$ 594,223</u>

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

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **1. Summary of Significant Accounting Policies**

#### **Organization**

Families First of the Greater Seacoast (Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

#### **Income Taxes**

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

#### **Allowance for Uncollectible Accounts**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management reserves for 95% of patient balances in excess of 120 days. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

## **FAMILIES FIRST OF THE GREATER SEACOAST**

### **Notes to Financial Statements**

**December 31, 2017**

A reconciliation of the allowance for uncollectible accounts at December 31, 2017 is as follows:

Balance, beginning of year	\$ 72,858
Provision	62,586
Write-offs	<u>(75,854)</u>
Balance, end of year	<u>\$ 59,590</u>

The increase in provision and write-offs is primarily due to a clean-up of aging receivable balances in anticipation of the merger with GCH.

#### **Grants Receivable**

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

#### **Investments**

The Organization reports investments at fair value. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

#### **Investment in Limited Liability Company**

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 at December 31, 2017.

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **Assets Limited As To Use**

Assets limited as to use include donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

### **Patient Deposits**

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **Charity Care**

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

### **Donated Goods and Services**

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$109,588 for the six months ended December 31, 2017.

### **Donor-Restricted Gifts**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

### **Promises to Give**

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as revenue until the conditions are substantially met.

### **Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the six months ended December 31, 2017 are as follows:

Program services	\$ 3,089,975
Administrative and general	327,036
Fundraising	<u>110,612</u>
Total	<u>\$ 3,527,623</u>

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **Deficiency of Revenue Over Expenses**

The statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

### **Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through August 27, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective January 1, 2018, the Organization merged with Goodwin Community Health (GCH). GCH is a not-for-profit corporation organized in New Hampshire. GCH is also an FQHC providing similar services in service areas overlapping with the Organization. All services previously performed by both organizations will continue in a new not-for-profit corporation known as Greater Seacoast Community Health with a calendar fiscal year.

## **2. Investments and Assets Limited as to Use**

Investments, stated at fair value, consisted of the following:

Long-term investments	\$ 18,019
Assets limited as to use	<u>1,577,139</u>
Total investments	<u>\$ 1,595,158</u>

Assets limited as to use are restricted for the following purposes:

Donor-restricted endowment	
Temporarily restricted earnings	349,189
Permanently restricted principal	<u>1,227,950</u>
Total	<u>\$ 1,577,139</u>

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

December 31, 2017

### Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,420	-	-	6,420
Mutual funds	<u>1,588,738</u>	-	-	<u>1,588,738</u>
Total investments	<u>\$ 1,595,158</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,595,158</u>

Investment income and gains for cash equivalents and investments consist of the following:

Unrestricted net assets	
Investment income	\$ 8,066
Change in fair value of investments	(5,192)
Restricted net assets	
Investment income	50,371
Change in fair value of investments	<u>77,548</u>
Total	<u>\$ 130,793</u>

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **3. Property and Equipment**

Property and equipment consisted of the following:

Leasehold improvements	\$ 228,303
Furniture, fixtures, and equipment	<u>1,134,391</u>
Total cost	1,362,694
Less accumulated depreciation	<u>(803,420)</u>
Property and equipment, net	<u>\$ 559,274</u>

### **4. Line of Credit**

The Organization has a \$250,000 line of credit with a local bank through April 2018, collateralized by accounts receivable and with interest at the prime rate. There was no outstanding balance at December 31, 2017. The line of credit was terminated in April 2018 as a result of the merger with GCH.

### **5. Temporarily and Permanently Restricted Net Assets**

Temporarily and permanently restricted net assets consisted of the following:

Temporarily restricted	
Unrestricted pledges receivable	\$ 314,192
Program services	582,001
Endowment earnings	<u>349,189</u>
Total temporarily restricted	<u>\$ 1,245,382</u>
Permanently restricted	
Endowment	<u>\$ 1,227,950</u>

### **6. Endowments**

#### **Interpretation of Relevant Law**

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



## **FAMILIES FIRST OF THE GREATER SEACOAST**

### **Notes to Financial Statements**

**December 31, 2017**

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

#### **Spending Policy**

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

#### **Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of December 31, 2017.

#### **Return Objectives and Risk Parameters**

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

December 31, 2017

### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

### Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ <u>          -</u>	\$ <u>  349,189  </u>	\$ <u>1,227,950  </u>	\$ <u>1,577,139  </u>

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ -	\$ 257,478	\$ 1,227,950	\$ 1,485,428
Investment return				
Investment income	-	50,371	-	50,371
Change in fair value of investments	-	77,548	-	77,548
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(36,208)</u>	<u>-</u>	<u>(36,208)</u>
Endowment net assets, December 31, 2017	\$ <u>          -</u>	\$ <u>  349,189  </u>	\$ <u>1,227,950  </u>	\$ <u>1,577,139  </u>

### **7. Patient Service Revenue**

Patient service revenue follows:

Medicare	\$ 151,127
Medicaid	709,824
Third-party payers and private pay	<u>470,638</u>
Total patient service revenue	<u>\$ 1,331,589</u>

## **FAMILIES FIRST OF THE GREATER SEACOAST**

### **Notes to Financial Statements**

**December 31, 2017**

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

#### **Medicare**

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

#### **Medicaid and Other Payers**

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to approximately \$887,823 for the six months ended December 31, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

#### **8. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the six months ended December 31, 2017.

# **FAMILIES FIRST OF THE GREATER SEACOAST**

## **Notes to Financial Statements**

**December 31, 2017**

### **9. Concentration of Risk**

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the six months ended December 31, 2017 grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 87% of grants and contracts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of December 31, 2017:

Medicare	13 %
Medicaid	39 %
Other	<u>48 %</u>
	<u>100 %</u>

### **10. Commitments and Contingencies**

#### **Medical Malpractice Insurance**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the six months ended December 31, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

#### **Leases**

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows for calendar years ending December:

2018	\$ 173,445
2019	<u>179,621</u>
Total	<u>\$ 353,066</u>

Rental expense amounted to \$79,248 for the six months ended December 31, 2017. Rent expense includes a charge per square foot for utilities and housekeeping services.



**Board of Directors  
Calendar Year 2019**

<b>Name/Address</b>	<b>Occupation</b>
<b><u>Chair</u></b> Barbara Henry Hampton, NH	Retired Newspaper Publisher
<b><u>Vice Chair</u></b> Valerie Goodwin York Harbor, ME	Retired Business
<b><u>Board Treasurer</u></b> Dennis Veilleux Portsmouth, NH	Accounting Manager
<b><u>Board Secretary</u></b> Jennifer Glidden Alton Bay, NH	DHHS Admin. Supervisor
Karin Barndollar Portsmouth, NH	Export Manager
Mark Boulanger Dover, NH	CPA
Don Chick East Rochester, NH	Photographer
Lisa Hall Dover, NH	Retired Accountant
Jo Jordon Portsmouth, NH	Emergency Management
Abigail Sykas Karoutas Dover, NH	Attorney
Allison Neal Barrington, NH	Education Consultant
John Pelletier Derry, NH	Retired Truck Driver/Veteran
Yulia Rothenberg Dover, NH	Education Consultant
Kathy Scheu North Hampton, NH	Medical/Laboratory Product Sales
Dan Schwarz Portsmouth, NH	Attorney
Jeffrey Segil, MD Dover, NH	Physician-OB/GYN
David B. Staples, DDS Dover, NH	Dentist

**Georgina T. Clark**

**Greater Seacoast Community Health**

100 Campus Drive, Suite 12

Portsmouth, NH 03801

603-422-8208

Email: glcark@familiesfirstseacoast.org

**Education: Bachelor of Arts in Sociology, Regis College, Weston, MA**

**Work History**

- 7/12-present**      ***Family Services Director, Greater Seacoast Community Health***  
Oversee all aspects of the Family Center, including program development, reporting, staff supervision and evaluation. Supervise the Comprehensive Family Supports and Services and Partners in Health contracts.
- 7/09-7/12**      ***Home-based Programs Coordinator, Families First***  
Supervised Home Visiting New Hampshire and DCFY-funded home-based programs. Provided administrative supervision of staff and fulfilled grant reporting requirements. Along with Parenting Programs Coordinator and Family Center Director, provided guidance and support for all Family Center functions.
- 3/02-7/12**      ***Family Support Coordinator, Partners in Health at Families First, Portsmouth, NH***  
Hired as the first Family Support Coordinator and developed outreach, enrollment, filing and reporting systems. Provided direct support to families who have children with chronic illnesses. Attended school meetings and medical appointments to support parents' advocacy skills. Facilitated Family Council comprised of parents of chronically-ill children. Collaborated with local and state agencies to obtain resources for families.
- 5/00-3/02**      ***Project Director, Parent Information Center, Concord, NH***  
Directed NH State Improvement Grant focused on building family/school partnerships. Provided technical assistance to parents and professionals on disability awareness and special education law.
- 2/98-11/98**      ***Resource Specialist, Parent Information Center, Concord, NH***  
Facilitated six week parenting series.  
Developed and presented workshops on parenting topics.  
Provided community resources and referrals to parents.
- 1/94-11/98**      ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***  
Prepared and presented written and oral court reports.  
Recommended, coordinated and implemented support services for families.  
Represented court-involved juveniles at school and mental health assessments.

**Community Involvement and Awards:**

- Serve on Steering Committee for agency trauma-informed initiative
- Attained certification from Parent Information Center as a Volunteer Educational Advocate for children with disabilities
- Serve as a governor-appointed member of the Wellness & Primary Prevention Council that oversees designation of Family Resource Centers of Quality since the Council's inception in 2015.
- Represent agency on Portsmouth Resource Connection Team to offer resources to families who are or may become involved with Court
- Received NH Public Citizen Award in 2012 for support of children through the Partners in Health program.

# Gina

## Human Services & Early Childhood Development



A dedicated and passionate professional with 10+ years' experience in the fields of human services and early education. Proven skills in organization, collaboration, parent education, and advocacy. Focused on cultivating resilience to promote positive outcomes for children and families, with particular interest in trauma informed practice.

### BACHELOR OF SCIENCE

Human Services & Early  
Childhood Development  
*Administration & Leadership*  
Granite State College  
2010 - 2015

### ASSOCIATE OF SCIENCE

Early Childhood Education  
NH Technical Institute  
2005 - 2007

### EARLY CHILDHOOD MASTER PROFESSIONAL AND MASTER TEACHER

*Endorsements:*  
*Workshop Trainer,*  
*Individual Mentor,*  
*Infant/Toddler*  
NH DHHS,  
Child Development Bureau

### FAMILY EDUCATION AND SUPPORT PROFESSIONAL

*Level VII*  
ME Roads to Quality  
Registry

### FAMILY SUPPORT COORDINATOR, PARTNERS IN HEALTH

Greater Seacoast Community Health d/b/a Families First

Administer regional program, managing an average caseload of 65 families of children and young adults with special healthcare needs using family-centered service coordination. Responsible for direct service delivery, community relations, administration, and management of an annual budget of \$20,000+.

- Assist clients to navigate and advocate within systems (DHHS, healthcare providers, schools, community agencies, medical insurance, etc.)
- Write and access grants on behalf of clients and the program
- Generate and deliver various monthly and annual reports, including Medicaid billing
- Establish and maintain collaborative relationships with clients and stakeholders
- Support regional Family Council with monthly meetings, events, projects, and more.
- Serve on the agency's trauma informed task force

### GOVERNING BOARD MEMBER

New Hampshire Association for the Education of Young Children

Serve on the executive governing board as the recording secretary for the State affiliate of the National Association for the Education of Young Children. Chaired the Professional Development committee charged with planning the annual statewide conference and other specialized trainings. Developed and coordinated a trauma informed cohort series, procuring local expert presenters.

- Review, update, and adhere to policies and procedures outlined in bylaws
- Develop, implement, and revise strategic plan
- Uphold fiduciary responsibilities vested in the Board
- Record and disseminate agendas, minutes, and other documents
- Collaborate and support committee work
- Oversee the hiring and support the supervision of the Executive Director
- Engage in local, state, and national advocacy efforts



#### STANDARDS OF QUALITY FOR FAMILY STRENGTHENING & SUPPORT

*National Family  
Support Network*

#### VOLUNTEER ADVOCATE IN SPECIAL EDUCATION

*Parent Information Center of  
New Hampshire*

#### CERTIFIED CHILDLIGHT YOGA INSTRUCTOR

Level I & II, Baby & Toddler  
*ChildLight Yoga*

Trauma Informed Cohort Series  
(2018)

Motivational Interviewing  
(2018)

Person-Centered Planning  
(2018)

Maine Roads to Quality  
Leadership II Institute (2017)

Parents as Teachers  
(2017)

NAEYC Public Policy Forum  
Washington, D.C.  
(2016, 2017)

#### HOME VISITOR, EARLY HEAD START

Community Action Partnership of Strafford County

Managed caseload of 12 families with young children using the strength-based Parents as Teachers model. Conducted interview assessments to identify unmet needs and develop family goals. Ensured healthcare needs were current and conducted developmental screenings. Collaborated with various departments and other agencies to support families in achieving self-sufficiency.

- Coached families in the areas of child development, safety, nutrition, health, and parenting with respect to family values
- Collected, inputted, and monitored data on children and families
- Assisted families in developing and monitoring identified goals
- Provided resources and coordinated referrals
- Maintained trusting, professional relationships with clients

#### ADMINISTRATIVE/LEADERSHIP INTERN

Community Action Partnership of Strafford County

Collected, analyzed, and reported data and focused on staff development to support "bigger picture" outcomes under the direction of the interim director and long-serving program manager.

- Generated data-driven reports for community assessment and staff surveys
- Updated agency's annual performance appraisals
- Interviewed staff candidates
- Engaged in local, state, and national advocacy efforts
- Coordinated playground revitalization project

#### CHILDREN'S YOGA INSTRUCTOR

ChildLight Yoga

Led child-centered yoga classes to promote child growth and development through parent-child interactions. Designed training manual and presented professional development workshops to reflect the newly released baby and toddler curriculum.

- Presented workshops at local and state conferences
- Assisted in training and mentoring new staff
- Planned and implemented content for weekly classes

#### LEAD TEACHER, HEAD START

Community Action Partnership of Strafford County

Focused on classroom and behavior management to support individual needs of children in an income-based program. Collaborated with classroom staff, program staff, families, and other agencies to ensure needs were met to promote positive, long-term outcomes.

- Supervised classroom support staff
- Planned, implemented, and documented curriculum and projects
- Collected data and generated reports on learning and development using Teaching Strategies Gold
- Facilitated parent-teacher conferences
- Conducted development screenings and made referrals as appropriate



**Greater Seacoast Community Health**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gina Apgar	Partners in Health Program Coordinator	\$34,580	45.7%	\$15,808
Georgie Clark	Family Services Director	\$68,640	0%	\$0

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region V as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.4.1. Flexible services using the elements of Family Centered Care;
  - 2.4.2. Strengths-based assessment and planning;

*[Signature]*  
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- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by:
  - 2.5.1. Providing referrals to community services and supports.
  - 2.5.2. Collaborating with other area organizations to educate the organizations regarding the program and to gain support for PIH families/young adults.
  - 2.5.3. Assisting families and/or young adults, as needed with:
    - 2.5.3.1. Completing grant applications;
    - 2.5.3.2. Locating and initiating:
      - 2.5.3.2.1. Support groups;
      - 2.5.3.2.2. Transportation; and
      - 2.5.3.2.3. Educational conferences and workshops.
    - 2.5.3.3. Understanding insurance, housing and public assistance benefits; and
    - 2.5.3.4. Obtaining funding for medical expenses not covered by insurance.
  - 2.5.4. Attending school meetings, as needed, to support families and/or young adults with developing 504 Plans and Individualized Education Program (IEP) Plans.
  - 2.5.5. Supporting young adults in transition to ensure they are equipped to manage their health care needs as adults.
  - 2.5.6. Referring families of children and youth to camps and other recreational resources that:
    - 2.5.6.1. Support the unique needs of the child;
    - 2.5.6.2. Provide condition-related education; and
    - 2.5.6.3. Encourage the development of independence.
- 2.6. The Contractor shall ensure the PIH Family Support Coordinator (FSC) responds to all referrals with an initial telephone screening followed by an in-person meeting at a mutually agreed upon time and location.
- 2.7. The Contractor shall ensure that, at intake, the FSC:

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- 2.7.1. Assists the family with completing the application, which includes an assessment that identifies the highest priority needs of the family and/or young adult as well as the strengths and assets individuals possess that will assist in meeting the identified needs.
- 2.7.2. Develops a preliminary plan of action with the family and/or young adult.
- 2.7.3. Provides resource information based on the families most pressing needs.
- 2.8. The Contractor shall process eligibility requests by ensuring the FSC:
  - 2.8.1. Sends the request for diagnosis verification to the child's physician or specialist and, upon return receipt of the medical documentation, reviews it and confirms the applicant has a chronic health condition, as defined by NH Administrative Rule He-M 523.02(d).
  - 2.8.2. Requests a review by a Department clinician to make the eligibility determination in the event that information regarding eligibility is inconclusive.
  - 2.8.3. Requests an extension for eligibility determination from the applicant if the Department review cannot be completed within the required fifteen (15) days.
  - 2.8.4. Determines the applicant to be ineligible for services and informs the applicant of their right to re-apply for services, in the event that the applicant refuses the FSC's request for an extension.
  - 2.8.5. Notifies the applicant in writing of the eligibility determination within fifteen (15) days of the verification of diagnosis.
  - 2.8.6. Completes a re-determination of eligibility for each program recipient by:
    - 2.8.6.1. Obtaining an updated application on an annual basis.
    - 2.8.6.2. Reviewing the recipient's action plan on an annual basis.
- 2.9. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.10. The Contractor shall provide family-centered family support services to families of CYSHCN.
- 2.11. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development.

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- 2.12. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.13. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.13.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.13.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.13.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.13.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.13.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.13.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
  - 2.13.7. Practitioners work with families to mobilize formal and informal resources to support family development.
  - 2.13.8. Programs are flexible and continually responsive to emerging family and community issues.
  - 2.13.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.14. The Contractor shall support families and CYSHCN by ensuring the FSC:
  - 2.14.1. Shares educational opportunities with families.
  - 2.14.2. Attends school meetings.
  - 2.14.3. Assists with educating school nurses and other support staff on care for CYSHCN.
  - 2.14.4. Collaborates with social workers and Care Coordinators.
  - 2.14.5. Promotes training for youth and parents regarding advocacy and special education rights which may include, but is not limited to training provided by:

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- 2.14.5.1. Leadership Series through University of New Hampshire's Institute on Disability, Youth Advocacy Conferences
- 2.14.5.2. Youth for Education and Advocacy in Healthcare (YEAH) Council through New Hampshire Family Voices
- 2.14.5.3. A youth committee of the local Council.
- 2.15. The Contractor shall collaborate with families, school staff, and primary care doctors to ensure students with a chronic health conditions receive the supports needed in order to:
  - 2.15.1. Remain in school.
  - 2.15.2. Excel in academics.
  - 2.15.3. Participate in extracurricular activities.
- 2.16. The Contractor shall ensure the FSC utilizes the Staff Self-Reflection checklist during encounters and Participant Surveys with all participants and adjusts work methods and work load accordingly.
- 2.17. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.18. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall ensure the FSC:
  - 2.18.1. Maintains established by-laws.
  - 2.18.2. Maintains an orientation manual and training materials for new members.
  - 2.18.3. Maintains policies regarding use of flex funds.
  - 2.18.4. Reviews year-to-date use of flex funds at each monthly meeting.
  - 2.18.5. Reviews special requests for additional spending for families, when required.
  - 2.18.6. Reviews the Department audit and satisfaction survey results on alternating years.
  - 2.18.7. Develops a plan, based on the audit and satisfaction surveys, that informs efforts for the following year and addresses all areas identified as needing improvement.
- 2.19. The Contractor shall ensure the FSC meets with PIH Family Council members on a monthly basis to:
  - 2.19.1. Review progress on the Council's goals.

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- 2.19.2. Review the success of completed initiatives.
- 2.19.3. Identify additional goals and activities to meet the identified goals.
- 2.20. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
  - 2.20.1. Child health services.
  - 2.20.2. Early supports and services providers.
  - 2.20.3. Parent information centers.
  - 2.20.4. State benefit programs.
  - 2.20.5. Local schools.
  - 2.20.6. Local hospitals and medical providers.
  - 2.20.7. Local town and state governments.
- 2.21. The Contractor shall provide educational opportunities to families, and training and support activities to PIH Family Councils by ensuring the FSC communicates with families and PIH Family Councils through:
  - 2.21.1. Monthly mailings through either email or the US Postal Service that notify families and PIH Family Councils of training and activities available in the region and State.
  - 2.21.2. Quarterly newsletters "The Clipboard" that feature state and local resources, agency updates and articles featuring PIH activities.
  - 2.21.3. Monthly email communication of upcoming events and critical, time sensitive information including, but not limited to:
    - 2.21.3.1. Training sessions and programs that are available.
    - 2.21.3.2. Advocacy opportunities.
    - 2.21.3.3. Legislation of interest to families and CYSHCN.
- 2.22. The Contractor shall ensure the FSC inform families of events which may include, but are not limited to:
  - 2.22.1. Child and Family Collaboration Conference.
  - 2.22.2. Leadership training through UNH- IOD.
  - 2.22.3. Parent Information Center (PIC) workshops including, but not limited to topics regarding:
    - 2.22.3.1. IEP.
    - 2.22.3.2. 504 Plans.

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- 2.22.3.3. Transitioning.
- 2.22.4. Youth advocacy conferences and training.
- 2.22.5. Peer mentoring and support groups.
- 2.22.6. Parent-to- parent connections.
- 2.23. The Contractor shall collaborate with families to identify priorities and needs of individuals served while increasing independence in managing children's chronic health conditions.
- 2.24. The Contractor shall utilize the Transition Readiness Assessment Questionnaire (TRAQ) as a required planning element for youth who are fourteen (14) years of age and older and their families. The Contractor shall ensure the FSC:
  - 2.24.1. Listens to the families and young adults to ensure support needs are clearly identified;
  - 2.24.2. Provides information regarding parent-to-parent and peer connections with other individuals who are on similar journeys;
  - 2.24.3. Identifies resources including, but not limited to NH Family Voices and Parent Information Center, that may be available to individuals and families;
  - 2.24.4. Offers workshops and training to families, youth and young adults on topics of interest, as requested;
  - 2.24.5. Encourages parents to attend local and national conferences; and
  - 2.24.6. Assists parents and youth to develop and nurture their natural support systems.
- 2.25. The Contractor shall respond to emerging issues identified by state agencies, communities, PIH Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.26. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.26.1. Biennial Department Survey.
  - 2.26.2. Biennial PIH Audit.
  - 2.26.3. Contract Compliance Reviews.
- 2.27. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.

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- 2.28. The Contractor shall participate in evaluation activities including, but not limited to:
- 2.28.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
  - 2.28.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.
- 2.29. The Contractor shall ensure the FSC and PIH Family Council develop and utilize a survey for annual renewals, intakes, and sponsored events in order to identify trends, which will be used to inform partners of emerging needs and areas for program improvement.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
- 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the FSC; and
  - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of one (1) full-time FSC to work a minimum of thirty-five (35) hours per week, having at minimum:
- 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC position in collaboration with the PIH Family Council, in the event of a vacancy in any FSC position.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSC including, but not limited to:
- 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.

*[Signature]*  
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- 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
- 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
- 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. LAS Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.
  - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
  - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall ensure the LAS and FSC receive training in the following areas:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.
  - 3.9.4. Community Building.
  - 3.9.5. Evaluation.
  - 3.9.6. New Hampshire Healthy Homes Conference.
  - 3.9.7. Special Medical Services Joint Coordinators meetings.
  - 3.9.8. IEP and 504 plan training through Parent Information Center.
  - 3.9.9. Workplace Harassment Training.

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- 3.9.10. Standards of Quality for Family Strengthening and Support Training.
  - 3.9.11. Diabetes Education.
  - 3.9.12. Essentials for childhood: The Prevention Connection.
  - 3.9.13. Children and Families Collaboration Conference.
  - 3.9.14. Monadnock United Way Child Impact Class.
  - 3.9.15. Cultural Competency and Diversity.
  - 3.9.16. First Aid.
  - 3.9.17. Medicaid and the False Claims Act.
  - 3.9.18. Database training.
  - 3.9.19. Transitions.
- 3.10. The Contractor shall ensure the LAS provides program orientation, training, and support in database management to any new FSC.

#### 4. Reporting

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receiving the data.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### 5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.

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- 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.

## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of sixty (60) families per State Fiscal Year.

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### **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

*[Handwritten Signature]*  
5/20/19



**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [erika.downie@dhhs.nh.gov](mailto:erika.downie@dhhs.nh.gov), or invoices may be mailed to:

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Handwritten Signature]*  
5/20/19

New Hampshire Department of Health and Human Services


Contractor name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	-	\$ 15,133.38	\$ 11,134.38	-	\$ 11,134.38	\$ 3,999.00	-	\$ 3,999.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	\$ 2,000.00	-	\$ 2,000.00	\$ 2,000.00	-	\$ 2,000.00	-	-	-
7. Occupancy	\$ 1,500.00	-	\$ 1,500.00	\$ 1,500.00	-	\$ 1,500.00	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	\$ 750.00	-	\$ 750.00	\$ 750.00	-	\$ 750.00	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	\$ 20,000.00	-	\$ 20,000.00	-	-	-	\$ 20,000.00	-	\$ 20,000.00
13. Other (specific details mandatory):	-	\$ 2,318.12	\$ 2,318.12	-	\$ 2,318.12	\$ 2,318.12	-	-	-
14. AA GM (3%)	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	\$ 70,290.88	\$ 9,318.12	\$ 79,609.00	\$ 38,124.88	\$ 2,318.12	\$ 40,443.00	\$ 32,166.00	\$ 7,000.00	\$ 39,166.00

Indirect As A Percent of Direct 13.3%

Contractor Initials:   
Date: 5/20/19

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Developmental Services, Inc.


Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,907.50	\$ 7,000.00	\$ 37,907.50	\$ 22,740.50	\$ -	\$ 22,740.50	\$ 8,167.00	\$ 7,000.00	\$ 15,167.00
2. Employee Benefits	\$ 15,133.38	\$ -	\$ 15,133.38	\$ 11,134.38	\$ -	\$ 11,134.38	\$ 3,999.00	\$ -	\$ 3,999.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
14. AA GM (3%)	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ 2,318.12	\$ 2,318.12	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 70,290.88</b>	<b>\$ 9,318.12</b>	<b>\$ 79,609.00</b>	<b>\$ 38,124.88</b>	<b>\$ 2,318.12</b>	<b>\$ 40,443.00</b>	<b>\$ 32,166.00</b>	<b>\$ 7,000.00</b>	<b>\$ 39,166.00</b>

Indirect As A Percent of Direct

13.3%

Contractor Initials:   
Date: 5/20/19



### SPECIAL PROVISIONS

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

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

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- 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.

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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

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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.

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
5/20/19





## REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

JS  
5/20/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

JS  
5/20/19

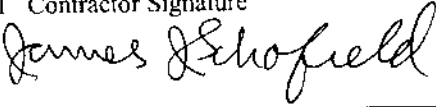
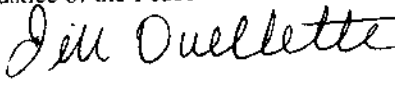
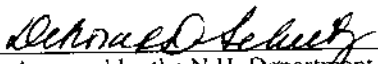
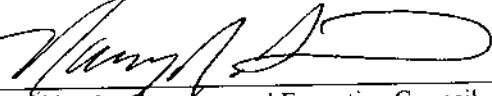
Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-05)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-1304	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$178,332
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Schofield President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>May 20, 2019</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] <b>JILL M. OUELLETTE</b>			
1.13.2 Name and Title of Notary or Justice of the Peace <b>Notary Public - New Hampshire</b> <b>My Commission Expires October 25, 2022</b>			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory <u>Deborah D. Scheetz, Director</u>	
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>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

Date 5/20/19

James Schofield  
Name: James J. Schofield  
Title: 5/20/19  
President

[Signature]  
5/20/19



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

Date 5/20/19

James Schofield  
Name: James J. Schofield  
Title: President

Exhibit E – Certification Regarding Lobbying

Vendor Initials JS

Date 5/20/19



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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

JS  
5/20/19



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.

Vendor Name:

*James J. Schofield*

5/20/19  
Date

Name: James J. Schofield  
Title: President

*JS*  
5/20/19



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

*JS*  
Date 5/20/19



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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

5/20/19  
Date

Vendor Name:

James Schofield  
JAMES J. SCHOFIELD

Name:

Title:

President

Exhibit G

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

Vendor Initials

Date

JS  
5/20/19



**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 Vendor 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 Vendor 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.

5/20/19  
Date

Vendor Name:

James J. Schofield  
James J. Schofield

Name:

Title:

President

JS  
5/20/19



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

*JS*

*5/20/19*



Exhibit I

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

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

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

JS  
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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

*[Signature]*  
5/20/19



Exhibit 1

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.

*[Signature]*  
5/20/19



Exhibit I

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

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

Department of Health and Human Services  
The State

Deborah D. Scheetz  
Signature of Authorized Representative

Deborah D. Scheetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-23-19  
Date

MONADNOCK Dairymental LLC  
Name of the Vendor

James Schofield  
Signature of Authorized Representative

JAMES J. SCHOFIELD  
Name of Authorized Representative

President  
Title of Authorized Representative

5/20/19  
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 Vendor 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 Vendor 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.

Vendor Name:

5/20/19  
Date

James Schofield  
JAMES J. SCHOFIELD  
Name: President  
Title:

JS  
5/20/19

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Vendor 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: 158556217
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

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A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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**DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*[Handwritten Signature]*  
5/20/19

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

*[Signature]*  
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**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

**DHHS Information Security Requirements**

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

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

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

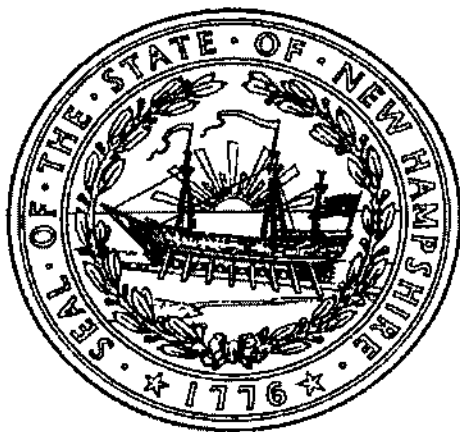
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **69358**

Certificate Number: **0004511980**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2019.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Beth Provost, do hereby certify that:

1. I am a duly elected Member of the Board of Directors of Monadnock Developmental Services, Inc.
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 May 20, 2019:

**RESOLVED:** That James Schofield, President of the Board of Directors

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 20<sup>th</sup> day of May, 2019.

4. James Schofield is the duly elected President of the Board of Directors of Monadnock Developmental Services, Inc.

Beth Provost  
Beth Provost, Secretary

STATE OF NH

County of Cheshire

The forgoing instrument was acknowledged before me this 20 day of May, 2019.

By: Beth Provost, Secretary

Jill M. Ouellette  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JILL M. OUELLETTE  
Notary Public - New Hampshire  
My Commission Expires October 25, 2022

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2019

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 603-352-2121 <b>FAX</b> (A/C, No): 603-357-8491 <b>E-MAIL ADDRESS:</b> csr24@clark-mortenson.com
<b>INSURED</b> Monadnock Developmental Services 121 Railroad Street Keene NH 03431	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>MONADNOCKDEVELO</b>	<b>NAIC #</b> 0

**COVERAGES****CERTIFICATE NUMBER:** 680356712**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1834715	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1834714	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB633215	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Dept. of Health & Human Services Bureau  
of Developmental Services  
105 Pleasant Street  
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2019

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

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

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St. Manchester NH 03104		<b>CONTACT NAME:</b> Donna Dayo <b>PHONE (A/C No. Ext):</b> (603) 668-3311 <b>FAX (A/C No.):</b> (603) 668-8413 <b>E-MAIL ADDRESS:</b> donna@wizinsurance.com	
<b>INSURED</b> Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Eastern Alliance Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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

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

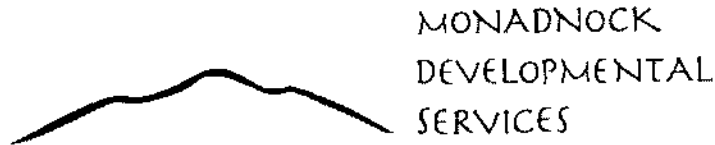
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Excl: Michael Forrest & Donald Hayes 03-0000113026-01 Cov State NH	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

joel@mds-nh.org State of New Hampshire Dept. of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Robert Wieczorek/DMD
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## MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.



*Financial Statements*

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**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND  
SUBSIDIARY**

**FOR THE YEARS ENDED  
JUNE 30, 2018 AND 2017  
AND  
INDEPENDENT AUDITORS' REPORT**

***Leone,  
McDonnell  
& Roberts***  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND  
SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS**

**JUNE 30, 2018 AND 2017**

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To the Board of Directors of  
Monadnock Developmental Services, Inc. and Subsidiary  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2018, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 22, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

### **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Leone, McDonald & Roberts*  
*Professional Association*

October 22, 2018  
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

**ASSETS**

	<b>Monadnock Developmental Services, Inc.</b>	<b>Railroad Street Mill, Inc.</b>	<b>Eliminations</b>	<b>Consolidated Totals 2018</b>	<b>Consolidated Totals 2017</b>
Cash and equivalents	\$ 2,659,250	\$ 202,766	\$ -	\$ 2,862,016	\$ 2,543,620
Client funds	312,680	-	-	312,680	230,075
Accounts receivable:					
Medicaid	825,908	-	-	825,908	1,065,148
Medical insurance	-	-	-	-	25,000
Other	59,808	-	-	59,808	70,726
Prepaid expenses	272,937	1,278	-	274,215	127,966
Deposits	13,020	-	-	13,020	10,715
Property and equipment, net of accumulated depreciation	1,366,046	2,706,918	-	4,072,964	4,136,665
Loan reserves	-	139,039	-	139,039	121,820
Investment in insurance captive	79,910	-	-	79,910	85,992
<b>Total</b>	<b>\$ 5,589,559</b>	<b>\$ 3,050,001</b>	<b>\$ -</b>	<b>\$ 8,639,560</b>	<b>\$ 8,417,727</b>

**LIABILITIES AND NET ASSETS**

**LIABILITIES**

Client funds	\$ 312,680	\$ -	\$ -	\$ 312,680	\$ 230,075
Accounts payable	1,183,913	5,482	-	1,189,395	1,332,734
Accrued salaries and wages and related expenses	454,656	-	-	454,656	473,399
Accrued sick time	88,460	-	-	88,460	29,513
Other accrued expenses	3,250	10,676	-	13,926	17,371
Refundable advances	175,777	-	-	175,777	144,306
Capital lease liability	101,118	-	-	101,118	-
Notes payable	457,236	2,704,781	-	3,162,017	3,258,181
<b>Total liabilities</b>	<b>2,777,090</b>	<b>2,720,939</b>	<b>-</b>	<b>5,498,029</b>	<b>5,485,579</b>

**NET ASSETS**

Unrestricted:					
Board designated	487,006	-	-	487,006	448,678
Other unrestricted	2,271,857	329,062	-	2,600,919	2,429,864
Temporarily restricted	53,606	-	-	53,606	53,606
<b>Total net assets</b>	<b>2,812,469</b>	<b>329,062</b>	<b>-</b>	<b>3,141,531</b>	<b>2,932,148</b>
<b>Total</b>	<b>\$ 5,589,559</b>	<b>\$ 3,050,001</b>	<b>\$ -</b>	<b>\$ 8,639,560</b>	<b>\$ 8,417,727</b>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2018</u>	<u>Consolidated Totals 2017</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>					
<b>Revenues and Support</b>					
Medicaid	\$ 26,947,590	\$ -	\$ -	\$ 26,947,590	\$ 25,913,038
State of New Hampshire - DDS	862,856	-	-	862,856	503,982
Other program fees	441,302	-	-	441,302	656,810
Residential fees	314,207	-	-	314,207	325,767
Rental income	126,358	343,664	(249,593)	220,429	291,304
Client resources	161,697	-	-	161,697	178,490
Grants	118,980	-	-	118,980	146,460
Vocational rehabilitation fees	64,952	-	-	64,952	43,079
United Way	21,340	-	-	21,340	30,153
Contributions and other public support	19,993	-	-	19,993	17,753
Gain on sale of assets	12,373	-	-	12,373	200
Investment income	4,351	138	-	4,489	2,084
Production/service income	1,405	-	-	1,405	5,578
Other income	94,568	18,000	-	112,568	164,456
<b>Total unrestricted revenues and support</b>	<u>29,191,972</u>	<u>361,802</u>	<u>(249,593)</u>	<u>29,304,181</u>	<u>28,279,154</u>
<b>Expenses</b>					
<b>Program services</b>					
Service Coordination	1,718,522	-	(101,565)	1,616,957	1,537,192
Family support	496,143	-	-	496,143	466,175
Subcontracted area agency program services	17,650,452	-	-	17,650,452	16,297,996
In house area agency program services:					
ISO	4,754,371	-	(48,666)	4,705,705	4,875,794
PDMS	1,930,155	-	-	1,930,155	2,127,559
Non DDS funded programs:					
MCST	551,265	-	(15,200)	536,065	553,854
Other Non DDS funded programs	423,335	-	-	423,335	541,052
Railroad Street Mill, Inc.	-	302,327	-	302,327	317,249
<b>Supporting services</b>					
General management	1,517,821	-	(84,162)	1,433,659	1,360,488
<b>Total expenses</b>	<u>29,042,064</u>	<u>302,327</u>	<u>(249,593)</u>	<u>29,094,798</u>	<u>28,077,359</u>
<b>CHANGES IN NET ASSETS</b>	149,908	59,475	-	209,383	201,795
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>2,662,561</u>	<u>269,587</u>	<u>-</u>	<u>2,932,148</u>	<u>2,730,353</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 2,812,469</u>	<u>\$ 329,062</u>	<u>\$ -</u>	<u>\$ 3,141,531</u>	<u>\$ 2,932,148</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2018	Consolidated Totals 2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Changes in net assets	\$ 149,908	\$ 59,475	\$ -	\$ 209,383	\$ 201,795
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	131,263	81,544	-	212,807	231,523
Gain on sale of assets	(12,373)	-	-	(12,373)	(200)
Loss on sale of assets	-	-	-	-	8,520
Imputed interest on long term debt	-	13,170	-	13,170	13,170
Decrease (increase) in assets:					
Accounts receivable - Medicald	239,240	-	-	239,240	1,482,015
Accounts receivable - medical insurance	25,000	-	-	25,000	-
Accounts receivable - Other	6,509	4,409	-	10,918	13,388
Prepaid expenses	(146,219)	(30)	-	(146,249)	37,359
Deposits	(2,305)	-	-	(2,305)	870
Investment in insurance captive	6,082	-	-	6,082	(329)
Increase (decrease) in liabilities:					
Accounts payable	(124,154)	(19,185)	-	(143,339)	202,689
Accrued salaries, wages and related expenses	(18,743)	-	-	(18,743)	(169,201)
Accrued sick time	58,947	-	-	58,947	29,513
Other accrued expenses	1,000	(4,445)	-	(3,445)	(5,160)
Refundable advances	31,471	-	-	31,471	12,576
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>345,626</u>	<u>134,938</u>	<u>-</u>	<u>480,564</u>	<u>2,058,528</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Additions to property and equipment	(34,154)	(3,950)	-	(38,104)	(123,542)
Increase in loan reserves	-	(17,219)	-	(17,219)	(17,213)
Proceeds from the sale of assets	14,500	-	-	14,500	200
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(19,654)</u>	<u>(21,169)</u>	<u>-</u>	<u>(40,823)</u>	<u>(140,555)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Repayment of capital lease	(12,012)	-	-	(12,012)	-
Repayment of long term debt	(44,204)	(65,130)	-	(109,334)	(126,776)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(56,216)</u>	<u>(65,130)</u>	<u>-</u>	<u>(121,346)</u>	<u>(126,776)</u>
<b>NET INCREASE IN CASH AND EQUIVALENTS</b>	269,756	48,639	-	318,395	1,791,197
<b>CASH AND EQUIVALENTS - BEGINNING OF YEAR</b>	<u>2,389,494</u>	<u>154,127</u>	<u>-</u>	<u>2,543,621</u>	<u>752,423</u>
<b>CASH AND EQUIVALENTS - END OF YEAR</b>	<u>\$ 2,659,250</u>	<u>\$ 202,766</u>	<u>\$ -</u>	<u>\$ 2,862,016</u>	<u>\$ 2,543,620</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Family Support</u>	<u>Subcontracted Area Agency Program Services</u>	<u>In House Area Agency ISO Program</u>	<u>In House Area Agency PDMS Program</u>	<u>Total DDS F</u>
Salaries and wages	\$ 942,910	\$ 1,017,783	\$ 208,952	\$ 1,090	\$ 2,290,310	\$ 603,939	\$ 5,0
Employee benefits	175,734	282,762	26,578	-	680,559	34,184	1.1
Payroll taxes	70,511	80,951	15,875	-	163,227	37,527	3
Family provider services	-	-	77,103	-	802,300	599,617	1.4
Respite care	-	-	123,291	3,167	77,282	60,635	2
Client treatment and care	-	24,005	10,290	36,960	94,000	49,060	2
Accounting fees	33,600	-	-	-	-	-	-
Legal fees	38,688	-	-	-	-	-	-
Other professional fees	66,464	56,030	1,338	-	16,841	417	1
Subcontractors	-	-	5,000	17,519,337	118,139	356,039	17,9
Staff development	7,872	2,024	451	-	19,606	1,754	-
Rent	61,362	124,365	-	-	133,940	32,400	3
Mortgage payments	-	-	-	-	3,863	-	-
Utilities	5,440	9,004	-	-	38,244	-	-
Repairs and maintenance	-	-	-	-	620	-	-
Property taxes	-	-	-	-	10,383	-	-
Other occupancy costs	-	-	-	-	4,040	-	-
Home modifications	-	-	59	-	-	46,073	-
Office supplies	8,595	10,089	226	-	7,685	1,570	-
Building supplies	1,370	1,978	1,757	-	11,512	2,127	-
Client consumables	-	-	6,302	-	46,831	9,955	-
Production supplies	-	-	-	-	-	-	-
Medical supplies	-	-	-	-	1,365	962	-
Computer supplies	889	3,028	-	-	958	730	-
Equipment rental	2,669	4,417	-	-	4,808	2,692	-
Depreciation expense	6,860	7,767	2,242	79,776	21,489	8,724	1
Advertising	(8,882)	300	-	-	14,770	1,591	-
Printing	495	3,764	220	-	2,878	1,220	-
Telephone	9,415	16,125	583	-	35,341	8,189	-
Postage	3,053	8,542	24	-	6,440	114	-
Transportation	5,328	37,947	15,648	297	120,562	68,761	2
Assistance to individuals	-	7,541	-	-	1,030	-	-
Insurance	21,833	19,776	-	9,825	20,328	1,074	-
Interest expense	3,038	-	-	-	3,908	-	-
Other expenses	60,577	324	204	-	1,122	801	-
Total functional expenses	<u>\$ 1,517,821</u>	<u>\$ 1,718,522</u>	<u>\$ 496,143</u>	<u>\$ 17,650,452</u>	<u>\$ 4,754,371</u>	<u>\$ 1,930,155</u>	<u>\$ 26,0</u>

See Notes to Financial Statements



d	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2018 Total	Eliminations	Consolidated Totals 2018	Consolidated Totals 2017
4	\$ 303,550	\$ 177,419	\$ -	\$ 480,969	\$ 5,545,953	\$ -	\$ 5,545,953	\$ 5,777,393
7	151,085	56,871	-	207,956	1,407,773	-	1,407,773	1,362,044
1	24,337	18,362	-	42,699	410,790	-	410,790	421,104
0	-	-	-	-	1,479,020	-	1,479,020	1,402,032
5	-	-	-	-	264,375	-	264,375	226,271
5	-	-	-	-	214,315	-	214,315	228,719
3	-	-	-	-	33,600	-	33,600	31,300
3	-	-	-	-	38,688	-	38,688	5,503
3	2,001	20,248	3,588	25,837	166,927	-	166,927	176,165
5	16,782	-	3,155	19,937	18,018,452	-	18,018,452	16,823,752
7	8,011	-	-	8,011	39,718	-	39,718	43,791
7	15,200	6,036	-	21,236	373,303	(249,593)	123,710	145,157
3	-	-	-	-	3,863	-	3,863	8,261
3	-	34,175	45,996	80,171	132,859	-	132,859	128,874
3	-	21,846	16,676	38,522	39,142	-	39,142	45,095
3	-	1,000	32,234	33,234	43,617	-	43,617	50,498
3	-	4,033	-	4,033	8,073	-	8,073	11,994
3	-	-	-	-	46,132	-	46,132	73,403
3	1,436	807	-	2,243	30,408	-	30,408	32,466
3	19	5,719	-	5,738	24,482	-	24,482	24,993
3	172	-	-	172	63,260	-	63,260	70,256
3	-	-	-	-	-	-	-	-
3	-	-	-	-	2,327	-	2,327	4,612
3	-	-	-	-	5,605	-	5,605	5,904
3	1,236	-	-	1,236	15,822	-	15,822	16,836
3	2,492	1,913	81,544	85,949	212,807	-	212,807	231,523
3	1,585	2,177	-	3,762	11,541	-	11,541	17,348
3	369	2,634	-	3,003	11,580	-	11,580	10,039
3	1,644	1,542	-	3,186	72,839	-	72,839	73,237
3	75	252	-	327	18,500	-	18,500	18,636
3	19,422	27,153	-	46,575	295,108	-	295,108	332,061
3	-	-	-	-	8,571	-	8,571	8,414
3	-	23,803	11,368	35,171	108,007	-	108,007	119,078
3	-	17,265	107,536	124,801	131,747	-	131,747	133,115
3	1,849	80	230	2,159	65,187	-	65,187	16,486
	<u>\$ 551,265</u>	<u>\$ 423,335</u>	<u>\$ 302,327</u>	<u>\$ 1,276,927</u>	<u>\$ 29,344,391</u>	<u>\$ (249,593)</u>	<u>\$ 29,094,798</u>	<u>\$ 28,077,359</u>

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Monadnock Developmental Services, Inc. (MDS, the Organization) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and to collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

**Principles of Consolidation**

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

**Basis of Accounting**

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

**Unrestricted:** Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

**Temporarily Restricted:** Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

**Permanently Restricted:** Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted and temporarily restricted net assets.

### **Accounting Estimates**

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

### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

### **Comparative Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

### **Property and Depreciation**

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property and equipment consisted of the following at June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 5,657,323	\$ 5,667,862
Vehicles	499,151	521,357
Equipment	188,454	514,526
Furniture	<u>4,921</u>	<u>147,583</u>
	6,349,849	6,851,328
Less accumulated depreciation	<u>(2,276,885)</u>	<u>(2,714,663)</u>
Property, net	<u>\$ 4,072,964</u>	<u>\$ 4,136,665</u>

Depreciation expense for the years ended June 30, 2018 and 2017 was \$212,807 and \$231,523, respectively.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

#### **Accrued Earned Time**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

#### **Accrued Sick Time**

The Organization has accrued a liability for future compensated sick time that its employees have earned and which is not vested with the employee.

#### **Income Taxes**

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

#### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Functional Allocation of Expenses**

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

### **Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2018 and 2017, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

## **2. CONCENTRATION OF CREDIT RISK**

The Organization maintains several of its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2018 and 2017. At June 30, 2018 and 2017, the uninsured balances aggregated \$2,932,204 and \$2,455,215, respectively.

3. **INVESTMENT IN INSURANCE CAPTIVE**

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016. The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organization's participant investment into the captive insurance program amounted to \$79,910 and \$85,992, respectively at June 30, 2018 and 2017.

4. **DEMAND NOTE PAYABLE**

For the years ended June 30, 2018 and 2017, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2018 and 2017 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2018 and 2017, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. **CAPITAL LEASE**

During the year ended June 30, 2018, Monadnock Developmental Services, Inc. entered into a capital lease agreement for the purchase of equipment. The economic substance of the lease is that the Organization is financing the acquisition of equipment through the lease end; accordingly, the equipment is recorded as an asset and the lease obligation is recorded as a liability. The total capitalized cost is \$113,130. The lease requires annual payments of principal and interest of \$25,800. The interest rate of the lease is 5.428% with a term of five years which expires November 2022. There was no accumulated amortization on the equipment at June 30, 2018 as the equipment has not yet been placed into service.

Minimum future lease payments under capital leases as of June 30, 2018 are approximated as follows:

<b><u>Year Ended</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2019	\$ 25,800
2020	25,800
2021	25,800
2022	25,800
2023	<u>10,750</u>
Total minimum lease payments	113,950
Less: amount representing interest	<u>(12,832)</u>
Present value of net minimum lease payments	101,118
Less: amount due within one year	<u>(20,824)</u>
Long term portion of net minimum lease payments	<u>\$ 80,294</u>

6. **LONG TERM DEBT**

The long term debt of the Organization consisted of the following at June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
<b><u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u></b>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest was stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2017. The note was collateralized by real estate owned by the Organization and was paid off during 2018.	\$ -	\$ 1,826
Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 5.50% and 3.50% at June 30, 2018 and 2017, respectively. The note is collateralized by real estate owned by the Organization.	105,797	110,883
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	96,147	102,832
4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.	42,274	45,367
Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization.	138,995	144,916
Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.	74,023	81,967

4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note was collateralized by Company vehicles. The note was paid off during 2018.

- 10,766

1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note was collateralized by Company vehicles. The note was paid off during 2018.

- 2,883

**RAILROAD STREET MILL, INC.**

4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.

2,330,023 2,395,153

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

222,513 214,693

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

152,245 146,895

\$ 3,162,017 \$ 3,258,181

The scheduled maturities of long term debt as of June 30, 2018 were as follows:

<b><u>Year Ended</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2019	\$ 98,221
2020	502,369
2021	106,691
2022	111,197
2023	115,894
Thereafter	<u>2,227,645</u>
	<u>\$ 3,162,017</u>



7. **BOARD DESIGNATED FUNDS**

As of June 30, 2018 and 2017, the Board of Directors has designated funds to be used for the following:

	<u>2018</u>	<u>2017</u>
Development costs	\$ 329,111	\$ 290,783
Property maintenance and acquisitions	<u>157,895</u>	<u>157,895</u>
	<u>\$ 487,006</u>	<u>\$ 448,678</u>

8. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2018 and 2017 was \$107,013 and \$98,259, respectively.

9. **ECONOMIC DEPENDENCY**

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2018 and 2017, approximately 92% of the total support and revenue was derived from Medicaid. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 93% and 92% of the total accounts receivable balances at June 30, 2018 and 2017, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

10. **LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$373,303 and \$356,050 for the years ended June 30, 2018 and June 30, 2017, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for the years ended June 30, 2018 and 2017 was \$249,593 and \$210,893, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2018 were as follows:

<b><u>Year Ended</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2019	\$ 268,793
2020	19,200
2021	19,950
2022	20,400
2023	20,400
Thereafter	<u>48,450</u>
	<b><u>\$ 397,193</u></b>

#### **11. RENTAL INCOME**

The Organization leases commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. The future minimum annual rent to be received under the operating leases in effect at June 30, 2018 was \$249,593 for the year ending June 30, 2019.

#### **12. CONTINGENCIES**

##### **Grant Compliance**

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2018.

13. **CLIENT FUNDS**

The Organization administers funds for certain consumers. As of June 30, 2018 and 2017, client funds held by the Organization were as follows:

	<u>2018</u>	<u>2017</u>
Client funds administered by the Organization	\$ <u>312,680</u>	\$ <u>230,075</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

14. **FLEXIBLE BENEFITS PLAN**

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

15. **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Non-cash investing and financing transactions:

	<u>2018</u>	<u>2017</u>
Purchase of property and equipment	\$ 151,243	\$ 123,542
Amount financed by capital lease	<u>(113,130)</u>	<u>-</u>
Cash paid for property	\$ <u>38,104</u>	\$ <u>123,542</u>
Cash paid for interest	\$ <u>131,747</u>	\$ <u>133,115</u>

16. **RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2018 and 2017.

17. **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

18. **SUBSEQUENT EVENTS**

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 22, 2018, the date when the financial statements were available to be issued.

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUSIDIARY**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Family Support</u>	<u>Subcontracted Area Agency Program Services</u>	<u>In House Area Agency ISO Program</u>	<u>In House Area Agency PDMS Program</u>	<u>Total DDS F</u>
Medicaid	\$ -	\$ 1,423,202	\$ 474,484	\$ 18,257,629	\$ 3,939,296	\$ 2,457,093	\$ 26,5
State of New							
Hampshire - DDS	(840)	103,529	74,591	449,023	170,139	66,414	8
Residential fees	-	-	-	54,673	204,330	20,486	2
Other program fees	(28,823)	55,458	(64,625)	-	265,720	89,899	3
Grants	-	-	67,715	-	-	-	-
Rental income	-	-	2,400	-	-	-	-
Vocational							
rehabilitation fees	-	-	-	-	-	-	-
Client resources	51,335	-	-	59,854	31,726	12,545	1
Production/service income	-	-	625	-	-	-	-
Contributions and other							
public support	19,383	-	610	-	-	-	-
United Way	-	-	21,340	-	-	-	-
Investment income	4,351	-	-	-	-	-	-
Other income	17,944	-	200	-	5,039	-	-
Gain on sale of assets	12,373	-	-	-	-	-	-
Total functional revenues	<u>\$ 75,723</u>	<u>\$ 1,582,189</u>	<u>\$ 577,340</u>	<u>\$ 18,821,179</u>	<u>\$ 4,616,250</u>	<u>\$ 2,646,437</u>	<u>\$ 28.3</u>

<u>MCST</u>	<u>Other Non DDS Funded</u>	<u>Railroad Street Mill, Inc.</u>	<u>Total Non DDS Funded</u>	<u>2018 Total</u>	<u>Eliminations</u>	<u>Consolidated Totals 2018</u>	<u>Consolidated Totals 2017</u>
\$ 360,334	\$ 35,552	\$ -	\$ 395,886	\$ 26,947,590	\$ -	\$ 26,947,590	\$ 25,913,038
-	-	-	-	862,856	-	862,856	503,982
-	34,718	-	34,718	314,207	-	314,207	325,767
46,836	76,837	-	123,673	441,302	-	441,302	656,810
51,265	-	-	51,265	118,980	-	118,980	146,460
-	123,958	343,664	467,622	470,022	(249,593)	220,429	291,304
64,952	-	-	64,952	64,952	-	64,952	43,079
-	6,237	-	6,237	161,697	-	161,697	178,490
-	780	-	780	1,405	-	1,405	5,578
-	-	-	-	19,993	-	19,993	17,753
-	-	-	-	21,340	-	21,340	30,153
-	-	138	138	4,489	-	4,489	2,084
64,581	6,804	18,000	89,385	112,568	-	112,568	164,456
-	-	-	-	12,373	-	12,373	200
<u>\$ 587,868</u>	<u>\$ 284,886</u>	<u>\$ 361,802</u>	<u>\$ 1,234,656</u>	<u>\$ 29,553,774</u>	<u>\$ (249,593)</u>	<u>\$ 29,304,181</u>	<u>\$ 28,279,154</u>

<b><u>Board Member</u></b>	<b><u>Term Effective</u></b>	<b><u>Term Ends</u></b>	<b><u>Title</u></b>	<b><u>Town</u></b>	<b><u>State</u></b>
Don Hayes	12/1/2016	11/30/2019	Past President	Keene	NH
Michael Forrest	12/1/2017	11/30/2020	member	Keene	NH
James Schofield	12/1/2017	11/30/2020	President	Keene	NH
Timothy Jordan	1/30/2017	11/30/2020	Treasurer	Keene	NH
Beth Provost	12/1/2018	11/30/2021	Secretary	Keene	NH
Mickey Cronin	12/1/2018	11/30/2021	member	Chesterfield	NH
Elizabeth Kenney	12/1/2018	11/30/2021	member	Peterborough	NH
Terry Manahan	12/1/2017	11/30/2020	member	Harrisville	NH
Ben Schiffelbein	2/19/2018	11/30/2020	member	Keene	NH
Sand Seligman	12/1/2016	11/30/2019	member	Keene	NH
Jeanne Hearn	12/1/2018	11/30/2020	member	Keene	NH
Steve Nelson	12/1/2018	11/30/2021	member/Council Liason	Temple	NH

# CHRISTINE A. NOWILL

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## **OBJECTIVE:**

To utilize my education, professional, personal and volunteer experience in a meaningful way helping individuals integrate and participate within our community while ensuring their wellbeing, safety, support, comfort and happiness.

## **QUALIFICATIONS:**

Advocate for children and family, prevent child abuse, grant writing, secure funding, relationship building with families and children, networking, supervisory skills, staff development and team work, case management  
Develops, empowers, recommends, implements monitors, evaluates and changes family centered treatment plans  
Collaborates with law enforcement, schools, doctors, DHHS, creates strategic family plans and corrective action  
Completes all confidential files and casework information, liaison between area agency and state  
Operate with the Standards of Quality for Family Strengthening and Support, IEP's, 504 plans  
Fundraising, corporate campaigning and strategic development, departmental growth, public relations  
Community engagement, membership services, departmental collaboration  
Human Resource policies and procedures, benefits, employee relations, Certified Life Coach, motivational speaker  
Creating workplace wellness plans for individuals, specialize in work life balance for employees  
Ability to manage customer base, generate new business, close business, generate profit, overachieve goals  
Ability to work under incredible pressure, marketing, sales and customer service, accountability  
Recruitment, retention, orientation, onboarding, confidentiality, development, performance management  
Commitment based selling, Sandler Training, Action Selling, self motivated

## **PROFESSIONAL HISTORY:**

Monadnock Development Services, Keene, NH   Partners In Health	12/2017 - Present
Keene Family YMCA, Keene NH  Instructor and Trainer	6/2008 - Present
Girl Scouts, Marlborough, NH   Manager, Community Engagement & Recruitment	6/2014 - 7/2016
Yardley Domain, Marlborough, NH   Director of Operations	6/2008 - 5/2014
Hesser College, Nashua, NH   Kaplan University   Director of Admissions	1/2004 - 5/2008
Kronos Incorporated, Chelmsford, MA  Human Resources Generalist	3/1998 - 12/2003

## **AWARDS:**

Director of the Year | Most Valuable Employee of the Year | Most Improved Director of the Year

## **EDUCATION AND CERTIFICATIONS:**

BS, Organizational Management, Human Resource Management	Southern New Hampshire University
AAS, Human Services	Hesser College
Certification in Life Coaching	Kaplan University
Notary of the Public	State of New Hampshire
Personal Trainer, Group Instructor	Aerobics, Fitness Association

## **VOLUNTER WORK:**

Incorporator	Monadnock Family Services (MFS)
Vice President, Executive Board Member	Keene Cal Ripken Baseball Association
Executive Board Member	Moms On A Mission
Philanthropy, Board Member	Symonds School sau29
Cheshire County H.O.C	Group Instructor to Female Inmates
Founder/ Speaker	Empowerment Monthly Seminars
Supporter	Visualiza, Providing vision for the Poor

**Lynn Yeiter**

**Monadnock Developmental Services, Inc.**

**Children's Service Coordination Supervisor**

**December 2007 – present**

**Responsibilities:** Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling



**Monadnock Developmental Services, Inc (Partners In Health)**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Christine Nowill	PIH Coordinator	\$30,907	26%	\$8,167
Lynn Yeiter	Children's Services Supervisor	\$49,452	14%	\$7,000

Subject: Partners in Health Family Support Services (RFP-2020-DLTSS-01-PARTN-06)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA Home Health and Hospice Services, Inc.		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-663-4000	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$256,664
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature <i>Rachel Chadwick</i>		1.12 Name and Title of Contractor Signatory <i>Vice President, Home and Community Services</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>May 28, 2019</i> , 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 <i>[Seal]</i> <i>Kimberly A. Raymond</i>		KIMBERLY A. RAYMOND Notary Public - New Hampshire My Commission Expires December 6, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kimberly Raymond, Notary Public</i>			
1.14 State Agency Signature <i>Deborah D. Schetz</i> Date: <i>5-24-19</i>		1.15 Name and Title of State Agency Signatory <i>Deborah D. Schetz, Director</i>	
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: <i>[Signature]</i> On: <i>5/28/2019</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services for Region VII as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Site, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to contribute to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.4.1. Flexible services using the elements of Family Centered Care;
  - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring PIH Family Support Coordinators (FSCs):
  - 2.5.1. Allow families to select the service location.
  - 2.5.2. Assist families with obtaining and completing PIH and/or third party resource applications.
  - 2.5.3. Assist families with setting and updating goals.
  - 2.5.4. Discuss progress toward goals with families receiving services.
  - 2.5.5. Identify barriers to progress towards goals with families receiving services.
  - 2.5.6. Work with families to create plans to address any identified barriers in order to progress toward established goals.
- 2.6. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.7. The Contractor shall provide family-centered family support services to families of CYSHCN. The Contractor shall ensure the FSCs:
  - 2.7.1. Collaborate with the PIH Family Council to plan and execute family-oriented events throughout the year which may include, but are not limited to:
    - 2.7.1.1. The Annual Family Picnic in association with the Manchester community leaders involved in:
      - 2.7.1.1.1. The local recreation programs.
      - 2.7.1.1.2. Park management.
      - 2.7.1.1.3. Special needs sporting events.
      - 2.7.1.1.4. Summer programs.
    - 2.7.1.2. The Annual Family Support Conference.
    - 2.7.1.3. A NH Family Voices Workshop, which improves the leadership skills of its attendees.
    - 2.7.1.4. Annual Family Picnics and other events in conjunction with the Nashua PIH region.



- 2.7.1.5. Local and regional seminars and trainings on topics that may include, but are not limited to:
  - 2.7.1.5.1. Leadership.
  - 2.7.1.5.2. Community building.
  - 2.7.1.5.3. Networking.
- 2.7.2. Assist families with applying for grants for home modifications, furniture, attendance at conferences, and other support services, as available.
- 2.7.3. Assist clients and families, as needed, to complete forms for enrollment in programs that may include, but are not limited to:
  - 2.7.3.1. Home Care for Children with Severe Disabilities (HCCSD), aka Katy Beckett; non-income based Medicaid.
  - 2.7.3.2. Early Supports and Services (ESS) for children birth through age three (3).
  - 2.7.3.3. Health Insurance Premium Payment (HIPP), a reimbursement program for people who have both Medicaid and private health insurance.
  - 2.7.3.4. Division of Family Assistance(DFA), the division that provides food stamps, cash assistance as well as other state-level programs of assistance.
- 2.7.4. Assist clients and their families to locate needed equipment and services, as appropriate, which may include, but are not limited to:
  - 2.7.4.1. Therapists.
  - 2.7.4.2. Support groups.
  - 2.7.4.3. Camps and recreational activities.
- 2.7.5. Advocate for clients within school systems by attending meetings and assisting with the Individualized Education Program (IEP) process, when needed.
- 2.7.6. Attend meetings with clients and outside placements to ensure consistent family-centered services are available and provided.
- 2.7.7. Assist families with accessing transportation to medical appointments when a child is not eligible for Medicaid.
- 2.7.8. Assist families with accessing bereavement resources, which may include completing grant applications for funeral expenses.





- 2.8. The Contractor shall accept program referrals from a variety of sources including, but not limited to:
  - 2.8.1. The VNA and other social workers.
  - 2.8.2. Physician offices.
  - 2.8.3. FSCs from other regions.
  - 2.8.4. Department Care Coordinators.
  - 2.8.5. Other SMS providers.
  - 2.8.6. Current clients of the PIH Program.
- 2.9. When a referral is received and preliminary indicators of eligibility are present, the Contractor shall ensure FSCs:
  - 2.9.1. Arrange a home visit with the family to discuss the family's unique circumstances.
  - 2.9.2. Assist families with completing an application for PIH services.
  - 2.9.3. Send a Diagnosis Verification (DV) Form to the child's primary care or specialist physician with the family's written consent.
  - 2.9.4. Admit the child to the program if the DV is returned with ICD-coding and eligibility criteria that meet program requirements in NH Administrative Rule He-M 523.
  - 2.9.5. Send a formal letter to the family confirming enrollment.
  - 2.9.6. Conduct an annual assessment to ensure participants continue to qualify for services.
  - 2.9.7. Assist the family to locate other supports and services within the community, if the child is ineligible for services.
- 2.10. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by:
  - 2.10.1. Reviewing and updating internal policies, procedure, standards, and practices in collaboration with the PIH Family Council periodically, in order to maintain flexibility, consistency and quality when delivering effective and appropriate services that are in compliance with state laws and administrative rules.
  - 2.10.2. Ensuring FSCs are trained in evidence-based practices such as Motivational Interviewing and Person-Centered Planning.



- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
  - 2.12.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.12.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.12.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.12.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.12.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.12.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
  - 2.12.7. Practitioners work with families to mobilize formal and informal resources to support family development.
  - 2.12.8. Programs are flexible and continually responsive to emerging family and community issues.
  - 2.12.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.13. The Contractor shall ensure FSCs collaborate closely with families to build independence using a Family Centered approach by utilizing the PIH Bill of Rights to facilitate conversations with families at annual update meetings to reinforce their right to be treated with respect and dignity.
- 2.14. The Contractor shall ensure FSCs actively advocate for families who have multiple barriers, to access resources in the community by:
  - 2.14.1. Providing regular check-ins with the family.
  - 2.14.2. Communicating with school teams on behalf of or with the family.
  - 2.14.3. Collaborating closely with families to complete applications and access identified resources.



- 2.14.4. Respecting each family's self-determination.
- 2.14.5. Providing services that are appropriate to the family's level of experience and ability.
- 2.15. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
  - 2.15.1. Child health services.
  - 2.15.2. Early supports and services providers.
  - 2.15.3. Parent information centers.
  - 2.15.4. State benefit programs.
  - 2.15.5. Local schools.
  - 2.15.6. Local hospitals and medical providers.
  - 2.15.7. Local town and state governments.
- 2.16. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.17. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region. The Contractor shall ensure the FSCs:
  - 2.17.1. Meet with other agencies' FSCs on a monthly basis at program meetings as well as communicate with other FSCs through email groups, telephone calls, and the use of a shared google drive.
  - 2.17.2. Communicate with Department Care Coordinators on shared cases and arrange joint visits, when possible, in an effort to:
    - 2.17.2.1. Minimize duplication of services.
    - 2.17.2.2. Maximize communication and coordination.
  - 2.17.3. Attend monthly Department meetings in order to network and collaborate with FSCs from all regions
- 2.18. The Contractor shall ensure FSCs provide educational opportunities to families as well as training and support activities to the PIH Family Council that include, but are not limited to:
  - 2.18.1. Attending the New Hampshire Family Voices conference: Building Blocks for Partners in Health Family Support Councils.



- 2.18.2. Providing information regarding a one-day conference for youth ages fourteen (14) to twenty-six (26) years titled, "Youth for Education and Advocacy in Healthcare (YEAH) Council"
- 2.18.3. Providing access to scholarships to attend the annual New Hampshire Family Support Conference.
- 2.18.4. No cost parent and/or child trauma programming at UpReach Therapeutic Equestrian Center.
- 2.18.5. Attending the Partnering for Strength Conference hosted by the Parent Information Center.
- 2.18.6. Notifying families via email, direct mail, and/or in person about opportunities for education and available community educational supports.
- 2.18.7. Facilitating Family Council meetings at least every other month, when agenda items and priorities are established.
- 2.18.8. Utilizing Transition Readiness Assessment Questionnaires (TRAQ) for clients reaching the age of fourteen (14), to assist the family with facilitating conversations regarding learning adult skills.
- 2.18.9. Initiating conversations with the clients, as they approach eighteen (18) years of age, and their families regarding clients' abilities to make independent decisions as adults, which may include but are not limited to:
  - 2.18.9.1. Presenting information to families regarding securing guardianship of an adult.
  - 2.18.9.2. Assisting with the guardian application process by providing computer access that is needed for filing appropriate forms and documents with the courts.
  - 2.18.9.3. Providing information pertaining to adult Medicaid and other resources to assist the youth with living independently.
  - 2.18.9.4. Educating parents on increasing their adult child's ability to manage healthcare needs.
  - 2.18.9.5. Supporting the parents' and/or guardians' transition from being the decision-makers to remaining actively involved as family support people.
- 2.19. The Contractor shall provide continuing education benefits to the LAS and FSCs through the Elliot Health System (EHS), as well as access to additional funds through a VNA continuing education budget.



- 2.20. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure FSCs support and enhance family independence by:
  - 2.20.1. Offering surveys that begin or continue conversations with families about planning in order to prepare the family emotionally and logistically for next steps after the child ages out of the Social Security Administration (SSA), Partners in Health, and school system supports.
  - 2.20.2. Referring children fourteen (14) years of age and older to the YEAH Council to encourage independence in managing their condition(s) upon reaching eighteen (18) years of age.
  - 2.20.3. Providing ongoing support and encouragement for all active cases.
- 2.21. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.22. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.22.1. Biennial Department Survey.
  - 2.22.2. Biennial PIH Audit.
  - 2.22.3. Contract Compliance Reviews.
- 2.23. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.24. The Contractor shall participate in evaluation activities including, but not limited to:
  - 2.24.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
  - 2.24.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.



- 2.24.3. Ensuring FSCs have open access to the Lead Agency Supervisor (LAS) for questions pertaining to standards or procedures.
- 2.24.4. Ensuring FSCs attend monthly and quarterly Department meetings and respond to emerging issues and initiatives by assessing impact on families.
- 2.24.5. Ensuring supervised FSC field visits with the LAS.
- 2.24.6. Ensuring surveys are sent to families that include, but are not limited to:
  - 2.24.6.1. Providing family contact information to the Department to ensure the biennial program participant survey is mailed to families by the Department and reviewed during the Department annual site survey.
  - 2.24.6.2. Region VII surveys that are composed by the FSCs in collaboration with the PIH Family Council, and then mailed by FSCs to Region VII families. The surveys capture information related to:
    - 2.24.6.2.1. The region's organized activities.
    - 2.24.6.2.2. Family council engagement.
    - 2.24.6.2.3. Ideas and plans for future events and activities.
- 2.24.7. Ensuring the FSC and LAS attend monthly meetings with other regions' FSCs and LAS's.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor.
- 3.2. The Contractor shall ensure the Lead Agency Supervisor:
  - 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the FSCs; and
  - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of two (2) full-time FSCs to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for the FSC positions in collaboration with the PIH Family Council, in the event of a vacancy.



- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or Lead Agency Supervisor is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the Lead Agency Supervisor provides appropriate supervision to the FSCs including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.
- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. Lead Agency Supervisor Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.
  - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
  - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure Lead Agency Supervisors and FSCs receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.

3.9.4. Community Building.

3.9.5. Evaluation.

#### **4. Reporting**

- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

#### **5. Sustainability**

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
  - 5.1.3. Utilizing interest on investments.

#### **6. Deliverables**

- 6.1. The Contractor shall maintain a minimum caseload of one hundred and twenty-five (125) clients and their families per State Fiscal Year.





### **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [erika.downie@dhhs.nh.gov](mailto:erika.downie@dhhs.nh.gov), or invoices may be mailed to:

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

11. 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.

12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services										
Contractor name: VNA Home Health and Hospice Services, Inc.										
Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions										
Budget Period: July 1, 2019-June 30, 2020 (SFY20)										
Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Total Salary/Wages	\$ 87,858.00	\$ -	\$ 87,858.00	\$ 29,524.00	\$ -	\$ 29,524.00	\$ 38,332.00	\$ -	\$ 38,332.00	\$ 38,332.00
2. Employee Benefits	\$ 20,357.00	\$ -	\$ 20,357.00	\$ 20,357.00	\$ -	\$ 20,357.00	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 2,840.00	\$ -	\$ 2,840.00	\$ 2,840.00	\$ -	\$ 2,840.00	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 299.00	\$ -	\$ 299.00	\$ 299.00	\$ -	\$ 299.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,662.00	\$ -	\$ 2,662.00	\$ 2,662.00	\$ -	\$ 2,662.00	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 362.00	\$ -	\$ 362.00	\$ 362.00	\$ -	\$ 362.00	\$ -	\$ -	\$ -	\$ -
Subscription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (occupancy cost, mgt fees)	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ 12,337.00	\$ 12,337.00	\$ -	\$ -	\$ -	\$ -
13. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 40,000.00
13. Other (direct payments to clients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 134,378.00	\$ 12,337.00	\$ 146,715.00	\$ 68,044.00	\$ 12,337.00	\$ 80,381.00	\$ 78,332.00	\$ -	\$ 78,332.00	\$ 78,332.00
Indirect As A Percent of Direct 8.2%										

New Hampshire Department of Health and Human Services

Contractor name: VNA Home Health and Hospice Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Shares / Indirect			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,530.00	\$ -	\$ 59,530.00	\$ 31,198.00	\$ -	\$ 31,198.00	\$ 38,332.00	\$ -	\$ 38,332.00
2. Employee Benefits	\$ 20,859.00	\$ -	\$ 20,859.00	\$ 20,859.00	\$ -	\$ 20,859.00	\$ -	\$ -	\$ -
3. Consultants	\$ 2,925.00	\$ -	\$ 2,925.00	\$ 2,925.00	\$ -	\$ 2,925.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 308.00	\$ -	\$ 308.00	\$ 308.00	\$ -	\$ 308.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,741.00	\$ -	\$ 2,741.00	\$ 2,741.00	\$ -	\$ 2,741.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 373.00	\$ -	\$ 373.00	\$ 373.00	\$ -	\$ 373.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Occupancy costs and rent fees	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ 12,707.00	\$ 12,707.00	\$ -	\$ -	\$ -
13. Other (direct payments to clients)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
TOTAL	\$ 136,736.00	\$ 12,707.00	\$ 149,443.00	\$ 68,404.00	\$ 12,707.00	\$ 81,111.00	\$ 78,332.00	\$ -	\$ 78,332.00

Indirect As A Percent of Direct

9.3%



### 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.

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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





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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.

**20. Contract Definitions:**

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



## REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

RC

5/23/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name: VNA Home Health & Hospice Services Inc.

5/23/19

Date

Rachel Chaddock

Name: Rachel Chaddock

Title: Vice President, Home and Community Services



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: YNA Home Health and Hospice Services, Inc.

5/23/19  
Date

Rachel Chaddock  
Name: Rachel Chaddock  
Title: Vice President, Home and Community Services



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19

Date

Rachel Chaddock

Name: Rachel Chaddock

Title: Vice President, Home and Community Services



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

The Vendor 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:

Vendor 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

Vendor Initials

RL

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: VNA Home Health and Hospice Services Inc.

5/23/19  
Date

Rachel Chaddock  
Name: Rachel Chaddock  
Title: Vice President, Home and Community Services

Exhibit G

Vendor Initials

RL

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

Date

5/23/19



**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 Vendor 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 Vendor 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.

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19  
Date

Rachel Chaddock  
Name: Rachel Chaddock  
Title: Vice President, Home and Community Services, Inc.



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Vendor Initials RL

Date 5/23/19



Exhibit I

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

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

Department of Health and Human Services

The State

Deborah D. Schetz  
Signature of Authorized Representative

Deborah D. Schetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-24-19  
Date

VNA Home Health and Hospice Services, Inc.

Name of the Vendor

Rachel Chaddock  
Signature of Authorized Representative

Rachel Chaddock  
Name of Authorized Representative

Vice President, Home and Community Services  
Title of Authorized Representative

5/23/19  
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 Vendor 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 Vendor 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.

Vendor Name: VNA Home Health and Hospice Services, Inc.

5/23/19  
Date

Rachel Chaddock  
Name:  
Title:

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor 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: 07988245
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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



DHHS INFORMATION SECURITY REQUIREMENTS

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**I. Definitions**

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning as "Computer Security Incident" in Section 2.1 of NIST Publication 800-61 Rev. 2, Computer Security Incident Handling Guide.
3. "Confidential Information" or "Confidential Data" means all information owned, managed, created, received from, or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Administration, and Criminal Justice Information Services (CJIS) data.
4. "Derivative Data" means data or information based on or created from Confidential Data.
5. "End User" means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes successful attempts to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.
8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information



**DHHS INFORMATION SECURITY REQUIREMENTS**

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Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted or Confidential Data.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
11. "Virtual Private Network" (VPN) shall mean network technology that creates a secure private connection between the device and endpoint; hiding IP address and encrypting all data in motion.

**II. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit DHHS Confidential Information except as required or permitted as outlined under this Contract and to carry out its obligations hereunder or as required by law.
2. The Contractor must not disclose any DHHS Confidential Information in connection with this Agreement in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure unless a subpoena requires such disclosure.
3. The Contractor agrees that DHHS Confidential Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees to provide to the authorized representative of the State of New Hampshire minimal necessary physical and logical process procedures, systems documents, and logs, specifically related to DHHS Confidential data, for the purpose of inspecting to confirm compliance with the terms of this Contract.

**III. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If Contractor is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application's encryption capabilities ensure secure transmission via the internet. Contractor will encrypt DHHS confidential data, when practical, throughout the data lifecycle while within EHS's network when using, storing, transmitting, and sharing DHHS confidential data within the terms of this agreement with any applicable End User.



**DHHS INFORMATION SECURITY REQUIREMENTS**

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2. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is protected using encryption protection and being sent to and being received by email addresses of persons authorized to receive such information.
3. Encrypted Website. If Contractor is employing the Web to transmit DHHS Confidential Data, the secure socket layers (SSL) must be used and the website must be secure (SSL encrypts data transmitted via a website).
4. File Hosting Services, also known as File Sharing Sites. Contractor may not use personal, unmanaged, and unprotected file hosting services, such as Dropbox or Google Cloud Storage, to transmit DHHS Confidential Data, without written exception from DHHS Information Security.
5. Ground Mail Service. Contractor may only transmit DHHS Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
6. Open Wireless Networks. Contractor may not transmit DHHS Confidential Data via an open wireless network unless employing a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, such as a virtual private network (VPN).
7. Contractor will employ data protections and secure data management policies, processes, and technologies when handling, storing and transmitting DHHS Confidential Data, including during remote user communication, secure file transfer protocol, using wireless devices, and other file transfer mechanisms. Transport layer security protocol (TLS) may not be used to transmit Confidential Data without written exception from DHHS Information Security.

**IV. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain DHHS Confidential Data and any derivative of DHHS Confidential Data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy DHHS Confidential Data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to Exhibit K survive this contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process DHHS Confidential Data or State of New Hampshire intellectual property collected in connection with the services rendered under this Contract outside of the United States without written exception from DHHS Information Security. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or DHHS



**DHHS INFORMATION SECURITY REQUIREMENTS**

Confidential Information for contractor provided systems accessed or utilized for purposes of carrying out this contract.

3. The Contractor agrees to provide or require security awareness and education for/of its End Users in support of protecting DHHS Confidential Information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
5. The Contractor agrees Federal Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding privacy and security. The Contractor agrees DHHS non-Federal Confidential Data stored in a Cloud Computing Solution (CPS), is segmented from non-DHHS data and must follow the HIPAA Security Rule, Privacy Rule, and HIPAA Cloud Computing Guidance (<https://www.hhs.gov/hipaa/for-professionals/special-topics/cloud-computing/index.html>). All servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>). As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection.
6. The Contractor agrees to work collaboratively with the State's Chief Information Security Officer (CISO) in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor maintains DHHS Confidential Information on its systems in connection with this agreement (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate DHHS Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction. In the event where the Contractor has comingled data and the destruction is not feasible the State and Contractor will



**DHHS INFORMATION SECURITY REQUIREMENTS**

jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

2. Unless otherwise specified or otherwise deemed impracticable by Contractor within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of State of NH Confidential Data using a secure method such as shredding. Contractor must notify DHHS Information Security immediately upon determining destruction of DHHS hard copy Confidential Data, in connection with this agreement, is impracticable within said timeframe. The Contractor and DHHS Information Security will agree upon an acceptable timeframe for hard copy destruction. If it is agreed it is infeasible to return or destroy the Confidential Data within the agreed upon time period or at all, protections are extended to such information, in accordance with this Agreement.
3. Unless otherwise specified or otherwise deemed impracticable by Contractor within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic State of NH Confidential Data, in connection with this agreement, by means of data erasure, also known as secure data wiping. Contractor must notify DHHS Information Security immediately upon determining destruction of DHHS electronic Confidential Data is impracticable within said timeframe. The Contractor and DHHS Information Security will agree upon an acceptable timeframe for hard copy destruction. If it is agreed it is infeasible to return or destroy the Confidential Data within the agreed upon time period or at all, protections are extended to such information, in accordance with this Agreement.

**V. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Confidential Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain security controls to protect DHHS Confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect DHHS Confidential Information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e. tape, disk, paper, etc.).
  3. The Contractor will maintain authentication and access controls to contractor systems that collect, transmit, or store DHHS Confidential Information where applicable.
  4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End User(s) will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
  5. The Contractor will collaborate with DHHS to review, sign and comply with all applicable



**DHHS INFORMATION SECURITY REQUIREMENTS**

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State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
7. **Data Security Breach Liability.** In the event of any incident, computer security incident, or breach, Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future incident, computer security incident or breach and minimize any damage or loss resulting from the incident, security incident, or breach. Should an incident, computer security incident, or breach be determined to have been caused by the Contractor and/or End User's failure to safeguard State of New Hampshire networks, systems or DHHS Confidential Data, then the State shall recover from the Contractor and/or End User all costs of response and recovery from the Incident, Computer Security Incident, or Breach.
8. Contractor must comply with all applicable state and federal regulations regulating to the privacy and security of DHHS Confidential Information, and safeguard DHHS Confidential Information at level consistent with the requirements applicable to state and federal agencies. Contractor agrees to establish and maintain administrative, technical, and physical safeguards to protect the confidentiality of DHHS Confidential Data and to prevent unauthorized use or access to it. The safeguards, in connection with DHHS data under this agreement, must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology consistent with the scope of the contract.
9. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VIII below as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that a breach or security incident has occurred and that Confidential Information/Data may have been exposed or compromised.
10. Contractor agrees to use the minimum necessary Confidential Data in performance of this Contract.
11. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.
12. The Contractor will collaborate with the DHHS to demonstrate compliance with the privacy and security requirements provided in herein, HIPAA, and other





## DHHS INFORMATION SECURITY REQUIREMENTS

---

applicable laws and Federal regulations until such time as the Confidential Information/Data is disposed of in accordance with this Contract.

### VII LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches affecting DHHS data as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that the aforementioned has occurred and that DHHS confidential data may have been exposed or compromised.

The Contractor must comply with all applicable state and federal regulations regulating to the privacy and security of State of NH and DHHS Confidential information, and safeguard DHHS Confidential Information at level consistent with the requirements applicable to state and federal agencies. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents;
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and
6. Address and report Incidents, Computer Security Incidents, and/or Breaches that implicate Personal Information in accordance with NH RSA 359-C:20.

### VIII PERSONS TO CONTACT

1. DHHS Privacy Officer:  
[DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
2. DHHS Security Officer:  
[DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

# State of New Hampshire

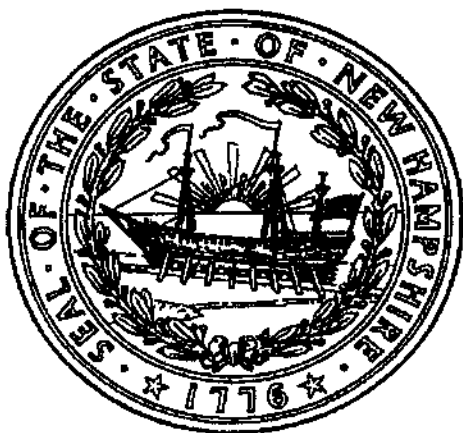
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA HOME HEALTH & HOSPICE SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 04, 1897. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65720**

Certificate Number: **0004518182**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, **Maryann Leclair, VNA Board of Trustees Chair**, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **VNA Home Health & Hospice Services, Inc.**  
(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 **May 9, 2019**:  
(Date)

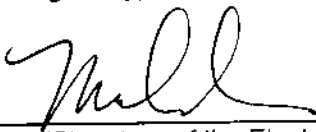
**RESOLVED:** That the **Vice President of Home & Community Services**  
(Title of Contract Signatory)

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 foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 23<sup>rd</sup> day of May 2019.  
(Date Contract Signed)

4. **Rachel Chaddock** is the duly elected **Vice President of Home & Community Services**  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of **Hillsborough**

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2019.

By **Maryann Leclair**  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**KIMBERLY A. RAYMOND**  
Commission Expires ~~Notary Public - New Hampshire~~  
**My Commission Expires December 6, 2022**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
05/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>	<b>FAX (A/C. No.):</b> 1-888-467-2378
	<b>PHONE (A/C. No. Ext.):</b> 1-877-945-7378	<b>E-MAIL ADDRESS:</b> certificates@willis.com
<b>INSURED</b> VNA Health and Hospice Services, Inc. 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Elliot Health Systems	<b>NAIC #</b> C2753
	<b>INSURER B:</b> Safety National Casualty Corporation	<b>15105</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W11313615

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SELF INSURED TRUST	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 0				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	AGC4059249	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Physician Professional Claims Made</b>		SELF INSURED TRUST	09/01/2018	09/01/2019	Each Medical Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

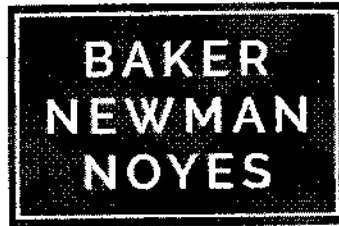
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# **VNA Home Health & Hospice Services, Inc.**

## **Mission Statement**

*We are dedicated to promoting healing,  
independence, wellness, and comfort for  
individuals and their families, while enhancing the  
quality and dignity of human life.*



# **Elliot Health System and Affiliates**

**Audited Consolidated Financial Statements  
and Other Financial Information**

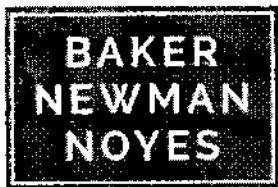
*Years Ended June 30, 2018 and 2017  
With Independent Auditors' Report*

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**AUDITED CONSOLIDATED FINANCIAL STATEMENTS**  
**AND OTHER FINANCIAL INFORMATION**

June 30, 2018 and 2017

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Elliot Health System

We have audited the accompanying consolidated financial statements of Elliot Health System and Affiliates (the System), which comprise the consolidated balance sheets as of June 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 the System as of June 30, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 11, 2018



**ELLIOT HEALTH SYSTEM AND AFFILIATES****CONSOLIDATED BALANCE SHEETS**

June 30, 2018 and 2017

**ASSETS**

	<u>2018</u>	<u>2017</u>
Current assets:		
Cash and cash equivalents	\$ 76,700,470	\$114,998,559
Accounts receivable, less allowance for doubtful accounts of \$18,709,744 in 2018 and \$17,110,923 in 2017 (notes 2, 5 and 10)	51,518,823	57,962,645
Inventories	3,801,625	3,525,379
Other current assets (note 3)	<u>9,725,426</u>	<u>7,037,896</u>
Total current assets	141,746,344	183,524,479
Property, plant and equipment, less accumulated depreciation (notes 4, 5 and 11)	190,349,608	179,655,905
Investments (notes 6 and 12)	58,304,112	—
Other assets (note 2)	16,305,019	10,201,993
Assets whose use is limited (notes 6 and 12):		
Board designated and donor restricted investments	131,496,969	124,120,250
Held by trustee under revenue bond and note agreements	11,830,241	28,342,297
Employee benefit plans and other (note 2)	17,006,819	14,746,583
Beneficial interest in perpetual trusts (note 2)	<u>7,233,609</u>	<u>7,152,232</u>
	167,567,638	174,361,362
	<hr/>	<hr/>
Total assets	<u>\$574,272,721</u>	<u>\$547,743,739</u>

# LIABILITIES AND NET ASSETS

	<u>2018</u>	<u>2017</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 28,909,870	\$ 25,193,308
Accrued salaries, wages and related accounts	33,068,813	28,661,165
Accrued interest	1,775,506	1,788,209
Amounts payable to third-party payors (note 3)	16,244,878	12,936,549
Current portion of long-term debt (note 5)	<u>5,503,469</u>	<u>5,324,722</u>
Total current liabilities	85,502,536	73,903,953
Accrued pension (note 7)	75,042,244	85,966,612
Self-insurance reserves and other liabilities (note 2)	37,845,255	30,354,660
Long-term debt, less current portion (note 5)	<u>162,258,985</u>	<u>167,668,207</u>
Total liabilities	360,649,020	357,893,432
Elliot Health System net assets:		
Unrestricted	193,672,606	172,241,725
Temporarily restricted	5,454,092	3,222,948
Permanently restricted	<u>13,924,176</u>	<u>13,856,046</u>
Total Elliot Health System net assets	213,050,874	189,320,719
Noncontrolling interests in consolidated affiliates	<u>572,827</u>	<u>529,588</u>
Total net assets	<u>213,623,701</u>	<u>189,850,307</u>
Total liabilities and net assets	<u>\$574,272,721</u>	<u>\$547,743,739</u>

See accompanying notes.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Net patient service revenues (net of contractual allowances and discounts) (notes 2, 3, 8 and 13)	\$ 553,974,659	\$535,059,337
Provision for bad debts (notes 2, 3 and 8)	<u>(26,650,601)</u>	<u>(26,745,940)</u>
Net patient service revenues less provision for bad debts	527,324,058	508,313,397
Investment income (note 6)	3,236,157	2,912,408
Other revenues (note 3)	<u>26,406,961</u>	<u>22,865,496</u>
Total revenues	556,967,176	534,091,301
Expenses (note 9):		
Salaries, wages and fringe benefits (note 7)	345,628,238	320,876,437
Supplies and other expenses (note 11)	157,337,824	149,883,603
Depreciation and amortization	18,301,021	17,419,254
New Hampshire Medicaid Enhancement Tax (note 13)	22,004,678	21,273,658
Interest	<u>7,226,343</u>	<u>7,732,382</u>
Total expenses	<u>550,498,104</u>	<u>517,185,334</u>
Income from operations	6,469,072	16,905,967
Nonoperating gains (losses), net:		
Loss on bond refunding (note 5)	—	(21,117,864)
Investment return, net (notes 2 and 6)	5,899,679	7,959,791
Other (notes 2 and 8)	(1,777,933)	1,313,228
Net periodic pension cost, net of service cost (note 7)	<u>(1,429,629)</u>	<u>(6,044,913)</u>
Nonoperating gains (losses), net	<u>2,692,117</u>	<u>(17,889,758)</u>
Consolidated excess (deficiency) of revenues and nonoperating gains (losses) over expenses before discontinued operations	9,161,189	(983,791)
Loss from discontinued operations (note 14)	<u>—</u>	<u>(324,224)</u>
Consolidated excess (deficiency) of revenues and nonoperating gains (losses) over expenses	9,161,189	(1,308,015)
Noncontrolling interest in the net gain of consolidated affiliates	<u>(43,239)</u>	<u>(52,895)</u>
Excess (deficiency) of revenues and nonoperating gains (losses) over expenses attributable to Elliot Health System	9,117,950	(1,360,910)
Pension adjustment (note 7)	<u>12,312,931</u>	<u>21,494,579</u>
Increase in unrestricted net assets attributable to Elliot Health System	<u>\$ 21,430,881</u>	<u>\$ 20,133,669</u>

See accompanying notes.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended June 30, 2018 and 2017

	Elliot Health System					
	Unrestricted Net Assets	Tempo- rarily Restricted Net Assets	Perma- nently Restricted Net Assets	Total Elliot Health System Net Assets	Non- controlling Interests in Consolidated Affiliates	Total Net Assets
Balances at July 1, 2016	\$152,108,056	\$ 2,585,053	\$13,463,507	\$168,156,616	\$476,693	\$168,633,309
(Deficiency) excess of revenues and nonoperating losses over expenses	(1,360,910)	—	—	(1,360,910)	52,895	(1,308,015)
Restricted gifts and bequests	—	527,394	—	527,394	—	527,394
Investment return, net (note 6)	—	10,151	392,539	402,690	—	402,690
Net unrealized gain on investments (notes 2 and 6)	—	100,350	—	100,350	—	100,350
Pension adjustment (note 7)	<u>21,494,579</u>	<u>—</u>	<u>—</u>	<u>21,494,579</u>	<u>—</u>	<u>21,494,579</u>
Increase in net assets	<u>20,133,669</u>	<u>637,895</u>	<u>392,539</u>	<u>21,164,103</u>	<u>52,895</u>	<u>21,216,998</u>
Balances at June 30, 2017	172,241,725	3,222,948	13,856,046	189,320,719	529,588	189,850,307
Excess of revenues and nonoperating gains over expenses	9,117,950	—	—	9,117,950	43,239	9,161,189
Restricted gifts and bequests	—	2,219,772	—	2,219,772	—	2,219,772
Investment return, net (note 6)	—	26,766	68,130	94,896	—	94,896
Net unrealized loss on investments (notes 2 and 6)	—	(15,394)	—	(15,394)	—	(15,394)
Pension adjustment (note 7)	<u>12,312,931</u>	<u>—</u>	<u>—</u>	<u>12,312,931</u>	<u>—</u>	<u>12,312,931</u>
Increase in net assets	<u>21,430,881</u>	<u>2,231,144</u>	<u>68,130</u>	<u>23,730,155</u>	<u>43,239</u>	<u>23,773,394</u>
Balances at June 30, 2018	\$193,672,606	\$ 5,454,092	\$13,924,176	\$213,050,874	\$572,827	\$213,623,701

See accompanying notes.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operating activities and net gains:		
Increase in net assets	\$ 23,773,394	\$ 21,216,998
Adjustments to reconcile increase in net assets to net cash provided by operating activities and net gains (losses):		
Depreciation and amortization	18,301,021	17,419,254
Loss on disposal of property, plant and equipment	283,172	554,826
Restricted investment income and net gain on investments	(94,896)	(402,690)
Restricted gifts and bequests	(2,219,772)	(527,394)
Pension adjustment	(12,312,931)	(21,494,579)
Net realized and unrealized gains on investments	(5,359,572)	(7,674,855)
Loss on bond refunding	—	21,117,864
Changes in operating assets and liabilities:		
Accounts receivable, net	6,443,822	(1,532,256)
Inventories	(276,246)	(156,693)
Other current and noncurrent assets	(8,790,556)	(405,511)
Accounts payable and accrued expenses	3,716,562	6,587,217
Accrued salaries, wages and related accounts	4,407,648	(382,304)
Accrued interest	(12,703)	810,239
Accrued pension	1,388,563	6,090,079
Self-insurance reserves and other liabilities	7,490,595	4,034,821
Amounts payable to third-party payors	<u>3,308,329</u>	<u>4,749,930</u>
Net cash provided by operating activities and net gains (losses)	40,046,430	50,004,946
Investing activities:		
Acquisition of property, plant and equipment	(29,184,428)	(18,894,460)
Proceeds from the sale of property, plant and equipment	—	3,473,690
Net change in assets whose use is limited	12,153,296	(16,062,559)
Net change in investments	<u>(58,304,112)</u>	<u>—</u>
Net cash used by investing activities	(75,335,244)	(31,483,329)
Financing activities:		
Proceeds from issuance of long-term debt, net of bond issuance costs	—	146,509,205
Repayment of long-term debt	(5,323,943)	(144,923,124)
Original issue premium/discount	—	16,616,991
Restricted investment income and net gain on investments	94,896	402,690
Restricted gifts and bequests	2,219,772	527,394
Deposit to refunding bond escrow	—	<u>(12,229,908)</u>
Net cash (used) provided by financing activities	<u>(3,009,275)</u>	<u>6,903,248</u>
(Decrease) increase in cash and cash equivalents	(38,298,089)	25,424,865
Cash and cash equivalents at beginning of year	<u>114,998,559</u>	<u>89,573,694</u>
Cash and cash equivalents at end of year	<u>\$ 76,700,470</u>	<u>\$ 114,998,559</u>

See accompanying notes.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**1. Organization**

Elliot Health System and Affiliates (the System) consists of Elliot Health System (EHS), a not-for-profit corporation which functions as a parent company to several not-for-profit and for-profit health care entities, and its wholly-owned subsidiaries. EHS is the sole member of the following not-for-profit entities: Elliot Hospital, a provider of health care services whose affiliates also include Elliot Physician Network (EPN), a network of primary care physicians, and Elliot Professional Services (EPS), a network of specialty care physicians (collectively referred to as the Hospital); Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates (the VNA), a provider of home health care and hospice services; and Mary and John Elliot Charitable Foundation, a charitable foundation which supports the System. EHS is also the sole stockholder of Elliot Health System Holdings, Inc. and Subsidiaries, a for-profit corporation which owns interests in health care related and real estate development partnerships and provides real estate and business management services.

Elliot Hospital (excluding EPN and EPS) and EHS comprise the Obligated Group as defined under a Master Trust Indenture dated November 1, 2016 (as amended) related to the 2009, 2013 and 2016 bond offerings. See note 5.

The System also participates in certain other strategic affiliation and joint operating agreements with outside entities. In the year ending June 30, 2018, the board of the System, accompanied by the board of Southern New Hampshire Health System, Inc., approved an affiliation agreement between the organizations. The sole corporate member of the System became SolutionNHealth, Inc.

**2. Significant Accounting Policies**

The accounting policies that affect the more significant elements of the financial statements of the System are summarized below:

**Principles of Consolidation**

The financial statements include the accounts of EHS and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in the consolidation. Noncontrolling interests in less-than-wholly-owned subsidiaries of the System are presented as a component of total net assets to distinguish between the interests of the System and the interests of the noncontrolling owners. Revenues, expenses and nonoperating gains (losses) from these subsidiaries are included in the amounts presented on the statements of operations. Excess (deficiency) of revenues and nonoperating gains (losses) over expenses attributable to the System separately presents the amounts attributable to the controlling interest for each of the years presented.

**Noncontrolling Interests**

Noncontrolling interests represent the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent. The System's accompanying financial statements include all assets, liabilities, revenues and expenses at their amounts, which include the amounts attributable to the System and the noncontrolling interest. The System recognizes as a separate component of net assets and earnings the portion of income or loss attributable to noncontrolling interests based on the portion of the entity not owned by the System.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**2. Significant Accounting Policies (Continued)**

Charity Care

The System's patient acceptance policy is based on its mission and its community service responsibilities. Accordingly, the System accepts patients in immediate need of care, regardless of their ability to pay. It does not pursue collection of amounts determined to qualify as charity care based on established policies. These policies define charity care as those services for which no payment is due for all or a portion of the patient's bill. For financial reporting purposes, charity care is excluded from net patient service revenue.

In estimating the cost of providing charity care, the System uses the ratio of average patient care cost to gross charges and then applies that ratio to the gross uncompensated charges associated with providing charity care.

Cash and Cash Equivalents

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Net Patient Service Revenues and Accounts Receivable

The System has agreements with third-party payors that provide for payments at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur.

The System recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the System provides a discount approximately equal to that of its largest private insurance payors.

The provision for bad debts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The System records a provision for bad debts in the period services are provided related to self-pay patients, including both insurance patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

Periodically throughout the year, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for bad debts to establish an appropriate allowance for doubtful accounts. The decrease in the provision for bad debts in 2018 is driven primarily by an overall decrease in self pay revenues. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

#### Income Taxes

The System and all related entities, with the exception of Elliot Health System Holdings, Inc. and Subsidiaries, are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the financial statements. Elliot Health System Holdings, Inc. is a holding company and its subsidiaries are for-profit companies subject to federal and state taxation. Income taxes are recorded based upon the asset and liability method.

At June 30, 2018, the System has recorded \$261,527 of prepaid federal and state income taxes in other current assets and, at June 30, 2017, the System has recorded \$254,565 of prepaid federal and state income taxes in other current assets. The total provision for federal and state current tax expense is recorded in other nonoperating gains (losses) and is \$124,649 and \$340,258 for the years ended June 30, 2018 and 2017, respectively. At June 30, 2018 and 2017, the System has a deferred tax asset of \$3,223,458 and \$3,508,860 with a corresponding valuation allowance of \$633,073 and \$444,029, respectively, which is included in other assets, mainly relating to depreciation differences between book and tax on property, plant and equipment. A valuation allowance that was previously established to offset the deferred tax asset was reversed in 2017, as a history of cumulative taxable income indicating the realizability of the deferred tax asset in future years becomes probable. As a result of the valuation allowance reversal, the System recognized a deferred tax benefit of \$3,064,382 in nonoperating gains (losses) in the year ending June 30, 2017.

Elliot Health System Holdings, Inc. believes that it has appropriate support for the income tax positions taken and to be taken on tax returns, and that their accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Elliot Health System Holdings, Inc. has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. Elliot Health System Holdings, Inc.'s policy is to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

#### Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenues and expenses. Peripheral transactions are reported as nonoperating gains or losses.



## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

The statements of operations also include excess (deficiency) of revenues and nonoperating gains (losses) over expenses attributable to both controlling and noncontrolling interests. Changes in unrestricted net assets which are excluded from excess (deficiency) of revenues and nonoperating gains (losses) over expenses, consistent with industry practice, include net assets released from restriction for capital purchases, and pension adjustments.

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

#### Investments and Investment Income

Investments, including funds held by trustee under revenue bond and note agreements, are measured at fair value in the balance sheets. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including realized and unrealized gains and losses on investments, and interest and dividends) is reported as nonoperating gains (losses). The System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value whether realized or unrealized in nonoperating gains or losses.

#### Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are restricted by the donor for use in nursing education and women's and children's services. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the market value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

#### Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Directors.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4.5%, over a long-term time horizon (greater than 7 to 10 years).

The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

#### Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

#### Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

#### Bond Issuance Costs/Original Issue Premium or Discount

The bond issuance costs incurred to obtain financing for construction and renovation programs and the original issue premium or discount are being amortized over the life of the bonds. The original issue premium or discount and bond issuance costs are presented as a component of the face amount of bonds payable.

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

##### Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase, or fair market value at time of donation, less reductions in carrying value based upon impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs for expenditures which do not extend the lives of the related assets. The provision for depreciation is computed on the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful lives. Assets which have been purchased but not yet placed in service are included in construction and projects in progress and no depreciation expense is recorded.

##### Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

##### Advertising Expense

Advertising costs are expensed as incurred and totaled approximately \$1,586,000 and \$1,678,000 in 2018 and 2017, respectively.

##### Retirement Benefits

The System maintains a defined benefit pension plan for certain of its employees, the Elliot Health System Pension Plan (the Plan).

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain at a participating System entity and in an eligible status.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored 403(b) plan or 401(k) plan up to 3% of annual base pay.

The System also provides matching contributions at the discretion of the System to a 403(b) plan or 401(k) plan for eligible employees hired on or after July 1, 2006 equal to up to one-half of the employee's contribution to a maximum of 4% of their annual base pay. Total expense incurred by the System was \$4,406,612 and \$3,627,654 under these defined contribution plans for the years ended June 30, 2018 and 2017, respectively.

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2018 and 2017, \$17,006,819 and \$14,746,583, respectively, is reflected in assets whose use is limited and \$17,006,819 and \$14,746,583, respectively, in other long-term liabilities related to such agreements.

##### Workers' Compensation

The System is self-insured for workers' compensation. The System has secured its obligation through a surety bond. The System maintains an excess insurance policy to limit its exposure on claims to \$650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant.

##### Employee Health and Dental Insurance

The System maintains its own self-insurance plan for employee health and dental. Under the terms of the plan, employees meeting certain eligibility requirements and their dependents are eligible for participation and, as such, the System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage.

##### Employee Fringe Benefits

Most of the System's entities have an earned time plan. Under this plan, each qualifying employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination subject to certain limits. The System accrues a liability for such paid leave as it is earned, which totaled approximately \$14,166,000 and \$13,453,000 at June 30, 2018 and 2017, respectively, and is recorded in accrued salaries, wages and related accounts on the accompanying balance sheets.

##### Malpractice Loss Contingencies

The System is insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. At June 30, 2018, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 2. Significant Accounting Policies (Continued)

In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), at June 30, 2018 and 2017, the System recorded a liability of \$18,474,188 and \$13,924,488, respectively, related to estimated professional liability losses relating to reported cases as well as potentially incurred but not reported claims. At June 30, 2018 and 2017, the System also recorded a receivable of \$6,298,613 and \$1,685,575, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in self-insurance reserves and other liabilities, and other assets, respectively, on the balance sheets.

#### Litigation

The System is involved in litigation and regulatory reviews arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

#### Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited, accounts payable, amounts payable to third-party payors and long-term debt.

The fair value of all financial instruments other than long-term debt approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value as disclosed in note 12. The fair value of the System's long-term debt is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements, and is disclosed in note 5 to the financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for the allowance for doubtful accounts, insurance costs, alternative investment funds, employee benefit plans, contractual allowances, amounts payable to third-party payors and contingencies. It is reasonably possible that actual results could differ from those estimates. Adjustments made with respect to the use of estimates often relate to improved information not previously available.

#### Reclassifications

Certain 2017 amounts have been reclassified to permit comparison with the 2018 financial statements presentation format.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**2. Significant Accounting Policies (Continued)**

Subsequent Events

Events occurring after the balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through December 11, 2018 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning July 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the System's financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for the System on July 1, 2018, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 requires that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the consolidated statement of operations separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on July 1, 2019, with early adoption permitted. The System elected the early adoption option and as a result \$6,044,913 previously included in salaries, wages and fringe benefits was reclassified to net periodic pension cost, net of service cost on the consolidated statement of operations for the year ended June 30, 2017.

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 2. Significant Accounting Policies (Continued)

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for reporting periods beginning after December 15, 2018, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

### 3. Patient Service and Other Revenues

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for bad debts recognized in 2018 and 2017 from major payor sources, is as follows:

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Net Patient Service Revenues Less Provision for Bad Debts
<b>2018</b>				
Private payors (includes coinsurance and deductibles)	\$ 569,716,105	222,060,745	\$17,848,332	\$ 329,807,028
Medicaid	154,198,057	111,422,349	601,323	42,174,385
Medicare	488,239,440	335,459,655	2,007,486	150,772,299
Self-pay	<u>26,525,775</u>	<u>15,761,969</u>	<u>6,193,460</u>	<u>4,570,346</u>
	<u>\$1,238,679,377</u>	<u>\$684,704,718</u>	<u>\$26,650,601</u>	<u>\$ 527,324,058</u>
<b>2017</b>				
Private payors (includes coinsurance and deductibles)	\$ 530,360,809	\$198,407,319	\$18,747,977	\$ 313,205,513
Medicaid	151,842,625	104,584,479	602,123	46,656,023
Medicare	447,815,359	303,498,958	2,114,477	142,201,924
Self-pay	<u>21,958,082</u>	<u>10,426,782</u>	<u>5,281,363</u>	<u>6,249,937</u>
	<u>\$1,151,976,875</u>	<u>\$616,917,538</u>	<u>\$26,745,940</u>	<u>\$ 508,313,397</u>

## ELLIOT HEALTH SYSTEM AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

#### 3. Patient Service and Other Revenues (Continued)

Various entities of the System maintain contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The entities are paid a prospectively determined fixed price for Medicare and Medicaid inpatient acute care services depending on the type of illness or the patient's diagnostic related group classification. Reimbursement for Medicare for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Home health care and hospice services are reimbursed prospectively on a per episode or per diem basis. Physician services are reimbursed on established and/or negotiated fee schedules. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed rate. The entities receive payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of net patient service revenue earned from the Medicare and Medicaid programs was 28% and 8%, respectively, in 2018 and 26% and 9%, respectively, in 2017.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The System believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors increased net patient service revenues by approximately \$1,400,000 and \$2,857,000 in 2018 and 2017, respectively.

The various System entities also maintain contracts with Anthem Blue Cross, Cigna, Harvard Pilgrim Health Care, certain commercial carriers, managed care plans and preferred provider organizations. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee schedules.



**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
June 30, 2018 and 2017

**4. Property, Plant and Equipment**

The major categories of property, plant and equipment are as follows at June 30:

	<u>2018</u>	<u>2017</u>
Operating properties:		
Land and land improvements	\$ 10,456,510	\$ 11,421,151
Buildings and fixed equipment	205,185,193	205,201,112
Major movable equipment	189,121,814	178,556,940
Construction and projects in progress	<u>17,015,111</u>	<u>7,246,108</u>
	421,778,628	402,425,311
Less accumulated depreciation	<u>(266,359,680)</u>	<u>(252,749,988)</u>
	155,418,948	149,675,323
 Rental properties:		
Land and land improvements	9,785,992	6,360,294
Buildings and fixed equipment	49,903,020	45,523,160
Major movable equipment	123,207	125,759
Construction and projects in progress	<u>226,312</u>	<u>1,060,743</u>
	60,038,531	53,069,956
Less accumulated depreciation	<u>(25,107,871)</u>	<u>(23,089,374)</u>
	<u>34,930,660</u>	<u>29,980,582</u>
 Net property, plant and equipment	 <u>\$ 190,349,608</u>	 <u>\$ 179,655,905</u>

**5. Debt**

Long-term debt consists of the following at June 30:

	<u>2018</u>	<u>2017</u>
New Hampshire Health and Education Facilities Authority - Revenue Bonds:		
Elliot Hospital Obligated Group Series 2016 Bonds with interest ranging from 2.00% to 5.00% per year. Principal payments commenced in October 2017 and are payable in annual installments ranging from \$2,720,000 to \$10,915,000 through October 2038	\$144,465,000	\$147,020,000
Plus unamortized original issue premium/discount	<u>16,555,500</u>	<u>16,638,511</u>
	161,020,500	163,658,511

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 5. Debt (Continued)

	<u>2018</u>	<u>2017</u>
New Hampshire Health and Education Facilities Authority - Revenue Bonds (continued):		
Elliot Hospital Obligated Group Series 2013 bonds with a fixed interest rate of 2.05% per year and a total monthly payment of \$217,925 of principal and interest through October 1, 2020	\$ 5,953,148	\$ 8,415,888
Notes payable – see below	1,350,000	1,450,000
Capital lease obligations – see note 11	<u>11,248</u>	<u>87,716</u>
	168,334,896	173,612,115
Less current portion	(5,503,469)	(5,324,722)
Less net unamortized bond issuance costs	<u>(572,442)</u>	<u>(619,186)</u>
	<u>\$162,258,985</u>	<u>\$167,668,207</u>

On November 15, 2016, the Hospital refunded its existing 2009 Series Bonds outstanding of \$126,470,000 through the issuance of \$147,020,000 in fixed rate New Hampshire Health and Education Facilities Authority Revenue Bonds with interest rates ranging from 2.00% to 5.00%. Although the refunding transaction will reduce the Hospital's total interest costs through the maturity of the refunded bonds, the Hospital has realized an accounting loss in the accompanying 2017 financial statements primarily as a result of establishing the refunding escrow for the 2009 Series Bonds, as well as the write-off of certain prior deferred financing costs and the remaining original issue discount. The loss on bond refunding recognized for the year ended September 30, 2017 was \$21,117,864. As of June 30, 2018 and 2017, the balance of defeased 2009 Series Bonds payable not included in the accompanying balance sheets was \$125,455,000 and \$126,470,000, respectively.

The Obligated Group's agreement with the New Hampshire Health and Education Facilities Authority for the 2016 and 2013 Bonds grants the Authority a security interest in the Hospital's gross receipts and a mortgage on the Hospital's existing and future facilities and equipment. In addition, under the terms of the master indenture, the Obligated Group is required to meet certain covenants requirements. For the years ended June 30, 2018 and 2017, the Hospital was in compliance with all required financial covenants.

The System has a note payable in the amount of \$1,350,000 and \$1,450,000 at June 30, 2018 and 2017, respectively, the proceeds of which were used for certain property improvements. Interest is payable annually at the fixed rate of 4.61% for the first 10 years, after which it will become variable. Principal and interest are payable annually through the maturity date of December 29, 2031.

Interest paid totaled \$7,239,047 and \$7,871,434 for the years ended June 30, 2018 and 2017, respectively. There was no interest capitalized for the year ended June 30, 2018 or 2017.

Aggregate annual principal payments required under the bonds, note and capital lease agreements for each of the five years ending June 30 are approximately as follows: 2019 - \$5,503,000; 2020 - \$5,801,000; 2021 - \$6,335,000; 2022 - \$6,872,000; and 2023 - \$5,683,000.

The fair value, based on current market rates of the System's long-term debt, was approximately \$169,267,271 and \$175,591,000 as of June 30, 2018 and 2017, respectively.

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 5. Debt (Continued)

During 2012, the System entered into a \$15,000,000 unsecured line of credit agreement with a bank which is due on demand. The line of credit agreement bears interest at LIBOR plus 1.15% (3.25% at June 30, 2018). At June 30, 2018 and 2017, there were no borrowings outstanding under this agreement. The agreement grants the bank a security interest in the System's securities, cash and deposit account balances to collateralize any future outstanding balances. Subsequent to June 30, 2018, the line of credit was increased to \$25,000,000.

### 6. Investments and Assets Whose Use is Limited

Assets whose use is limited at fair value are comprised of the following at June 30:

	<u>2018</u>	<u>2017</u>
Cash and equivalents	\$ 15,794,107	\$ 33,844,093
Marketable equity securities	72,820,942	67,785,239
Fixed income securities	58,304,112	—
U.S. Government obligations and corporate bonds	46,015,098	42,295,675
Employee benefit plans and other	17,006,819	14,746,583
Beneficial interest in perpetual trusts	7,233,609	7,152,232
Alternative investments	<u>8,697,063</u>	<u>8,537,540</u>
	<u>\$225,871,750</u>	<u>\$174,361,362</u>

Board designated and donor restricted investments of various System entities are pooled into the Elliot Common Trust Fund LLC, along with self-insured trust funds, and are comprised of the following at June 30:

	<u>2018</u>	<u>2017</u>
Board designated:		
Capital, working capital and community service	\$106,126,518	\$100,170,704
Self-insurance	<u>11,486,480</u>	<u>12,756,557</u>
	117,612,998	112,927,261
Donor restricted and other	<u>13,883,971</u>	<u>11,192,989</u>
	<u>\$131,496,969</u>	<u>\$124,120,250</u>

Funds held by trustee under revenue bond and note agreements are comprised of the following at June 30:

	<u>2018</u>	<u>2017</u>
Construction funds	\$11,828,769	\$28,341,560
Debt service funds	<u>1,472</u>	<u>737</u>
	<u>\$11,830,241</u>	<u>\$28,342,297</u>

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 6. Investments and Assets Whose Use is Limited (Continued)

Investment income, and realized and unrealized gains (losses) on investments are summarized as follows for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Unrestricted investment income and net gains on investments are summarized as follows:		
Investment income	\$ 3,236,157	\$ 2,912,408
Nonoperating investment income	524,713	385,286
Realized gains on sale of investments, net	2,262,931	806,815
Net unrealized gains (loss) on investments	<u>3,112,035</u>	<u>6,767,690</u>
	9,135,836	10,872,199
Restricted investment income and net gains on investments are summarized as follows:		
Investment income and net income on investments	94,896	402,690
Net unrealized gains on investments	<u>(15,394)</u>	<u>100,350</u>
	79,502	503,040
Total restricted and unrestricted	<u>\$ 9,215,338</u>	<u>\$ 11,375,239</u>

### 7. Retirement Benefits

A reconciliation of the changes in the Elliot Health System Pension Plan's projected benefit obligation and the fair value of plan assets and a statement of funded status of the plan are as follows as of and for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	\$(363,896,351)	\$(362,478,770)
Service cost	(9,958,934)	(10,045,166)
Interest cost	(14,072,056)	(13,349,618)
Benefits paid	22,463,260	5,679,552
Actuarial gain	17,992,287	14,820,849
Administrative expenses paid	<u>1,511,478</u>	<u>1,476,802</u>
Projected benefit obligations, end of year	<u>\$(345,960,316)</u>	<u>\$(363,896,351)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of year	\$ 277,929,739	\$ 261,107,658
Actual return on plan assets	6,963,071	13,978,435
Contributions by plan sponsor	10,000,000	10,000,000
Benefits paid	(22,463,260)	(5,679,552)
Actual administrative expense paid	<u>(1,511,478)</u>	<u>(1,476,802)</u>
Fair value of plan assets, end of year	<u>\$ 270,918,072</u>	<u>\$ 277,929,739</u>

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**7. Retirement Benefits (Continued)**

	<u>2018</u>	<u>2017</u>
Funded status:		
Fair value of plan assets	\$ 270,918,072	\$ 277,929,739
Projected benefit obligations	<u>(345,960,316)</u>	<u>(363,896,351)</u>
Funded status of the plan	<u>\$ (75,042,244)</u>	<u>\$ (85,966,612)</u>

The accumulated benefit obligation at June 30, 2018 and 2017 was \$329,167,274 and \$343,923,589, respectively.

Amounts recognized in the statements of financial position consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Net liability recognized	<u>\$(75,042,244)</u>	<u>\$(85,966,612)</u>

The weighted-average assumptions used to develop the projected benefit obligation are as follows as of June 30:

	<u>2018</u>	<u>2017</u>
Discount rate	4.19%	3.91%
Rate of compensation	3.75	3.75

In 2018, the System began using the MP-2017 mortality improvement scale which also had an impact on the projected benefit obligation.

Amounts recognized in unrestricted net assets consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Net actuarial loss	\$62,382,598	\$74,687,978
Prior service cost	<u>—</u>	<u>7,551</u>
Total amount recognized	<u>\$62,382,598</u>	<u>\$74,695,529</u>

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 7. Retirement Benefits (Continued)

#### Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of June 30, 2018 by asset category are as follows (see note 12 for level definitions):

	Target Allocation <u>2018</u>	<u>Total</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Signif- icant Observ- able Inputs (Level 2)	Signif- icant Unob- servable Inputs (Level 3)
Short-term investments:	5%				
Money market fund		\$ 3,477,343	\$ 3,477,343	\$ —	\$ —
Equity securities:	40%				
Common stocks		39,385,395	39,385,395	—	—
Mutual funds		10,460,924	10,460,924	—	—
Other equities		32,231,459	32,231,459	—	—
Fixed income securities:	55%				
U.S. Government and agency obligations		48,784,888	—	48,784,888	—
Municipal bonds		7,140,866	—	7,140,866	—
Mutual funds - balanced		4,006,743	—	4,006,743	—
Corporate and foreign bonds		<u>124,443,830</u>	<u>—</u>	<u>124,443,830</u>	<u>—</u>
		269,931,448	<u>\$85,555,121</u>	<u>\$184,376,327</u>	<u>\$ —</u>
Unallocated insurance contract		<u>986,624</u>			
		<u>\$270,918,072</u>			

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 7. Retirement Benefits (Continued)

The fair values of the System's pension plan assets and target allocations as of June 30, 2017 by asset category are as follows (see note 12 for level definitions):

	Target Allo- cation 2017	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Signif- icant Observ- able Inputs (Level 2)	Signif- icant Unob- servable Inputs (Level 3)
Short-term investments:	5%				
Money market fund		\$ 3,333,849	\$ 3,333,849	\$ —	\$ —
Equity securities:	40%				
Common stocks		42,206,812	42,206,812	—	—
Mutual funds		10,990,323	10,990,323	—	—
Other equities		30,306,319	30,306,319	—	—
Fixed income securities:	55%				
U.S. Government and agency obligations		49,409,932	—	49,409,932	—
Municipal bonds		9,037,831	—	9,037,831	—
Mutual funds - balanced		4,073,053	—	4,073,053	—
Corporate and foreign bonds		<u>127,549,274</u>	<u>—</u>	<u>127,549,274</u>	<u>—</u>
		276,907,393	\$86,837,303	\$190,070,090	\$ —
Unallocated insurance contract		<u>1,022,346</u>			
		<u>\$277,929,739</u>			

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

In addition to the total return goal, the portfolio is constructed to hedge a portion of the interest rate risk of the Plan's liability. The portion of the interest rate risk hedged is the percent of assets allocated to fixed income investments multiplied by the Plan's funded status. The fixed income asset class is structured to reduce the volatility of the funded status by matching the duration of the Plan's liability which is currently approximately 15 years. The current strategic asset allocation target for the fixed income portfolio is 55% of total plan assets, which is designed to hedge approximately 35% of the plan liability.

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 7. Retirement Benefits (Continued)

These funds are managed as permanent funds with disciplined longer term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Net periodic pension cost includes the following components at June 30:

	<u>2018</u>	<u>2017</u>
Service cost	\$ 9,958,934	\$ 10,045,166
Interest cost	14,072,056	13,349,618
Expected return on plan assets	(18,711,959)	(17,251,991)
Amortization:		
Actuarial loss	6,061,981	9,917,237
Prior service cost	<u>7,551</u>	<u>30,049</u>
Net periodic pension cost - System	<u>\$ 11,388,563</u>	<u>\$ 16,090,079</u>

The weighted-average assumptions used to develop net periodic pension cost were as follows for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Discount rate	3.91%	3.71%
Expected return on plan assets	6.75	6.75
Rate of compensation	3.75	3.75

In selecting the long-term rate of return on assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the trust's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss amount expected to be recognized in net periodic benefit cost in 2019 totals \$2,689,725.

### Contributions

The System expects to contribute \$10 million to its pension plan in 2019.



**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**7. Retirement Benefits (Continued)**

*Estimated Future Benefit Payments*

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

<u>Fiscal Year</u>	<u>Pension Benefits</u>
2019	\$ 8,571,500
2020	10,201,700
2021	11,621,300
2022	13,063,700
2023	14,376,900
Years 2024 – 2028	88,815,600

**8. Community Benefits (Unaudited)**

The mission of the System is to provide quality, accessible healthcare services to patients regardless of their ability to pay. The System subsidizes certain health care services, supports community-based healthcare providers, and provides outreach and educational programs.

*Charity Care*

The System provides services to patients who are uninsured or underinsured under its charity care policy at no charge or at amounts less than its established charges. The estimated costs of providing charity care services are determined using the ratio of average patient care costs to gross charges, and then applying that ratio to the gross charges associated with providing such services.

*Community Programs and Subsidized Services*

The System provides community health programs, health professional education through partnerships with local post-secondary organizations, health screenings, health publications and other health information services. Many of these services are provided at a financial loss and are subsidized by the System in order to meet important community needs that otherwise would not be available. In addition, supporting contributions and in-kind services are made to a number of community organizations for the promotion of health-related activities.

*Government-Sponsored Programs*

The System provides services to Medicare and Medicaid recipients. Reimbursement for such services is at rates substantially below cost.

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 8. Community Benefits (Unaudited) (Continued)

The estimated costs of providing community benefits for the years ended June 30, 2018 and 2017 are summarized below:

	<u>2018</u>	<u>2017</u>
Charity care	\$ 7,410,000	\$ 7,158,000
Community programs and subsidized services	2,073,654	1,470,722
Government-sponsored programs	<u>109,961,931</u>	<u>93,948,417</u>
	<u>\$119,445,585</u>	<u>\$102,577,139</u>

In addition, the System provides a significant amount of uncompensated care to patients that are reported as bad debts. For the years ended June 30, 2018 and 2017, the System reported provisions for bad debts of \$26,650,601 and \$26,745,940, respectively.

### 9. Functional Expenses

The System provides general health care services to residents within its geographic location including inpatient, outpatient, physician, home care, and emergency care. Expenses related to providing these services are as follows for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Health care services	\$368,458,044	\$337,947,630
General and administrative	<u>182,040,060</u>	<u>179,237,704</u>
	<u>\$550,498,104</u>	<u>\$517,185,334</u>

### 10. Concentration of Credit Risk

The System grants credit without requiring collateral from its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Medicare	30%	30%
Medicaid	9	11
Managed care and other	26	25
Patients (self pay)	22	21
Anthem Blue Cross	<u>13</u>	<u>13</u>
	<u>100%</u>	<u>100%</u>

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2018 and 2017

### 11. Leases

The System leases various office facilities and equipment from unrelated parties under noncancelable operating leases. Total rental expense for the years ended June 30, 2018 and 2017 was \$10,364,336 and \$10,550,607, respectively.

The System also leases equipment under lease agreements that are classified as capital leases. The cost of equipment under the capital leases was \$806,212 at both June 30, 2018 and 2017. Accumulated amortization of the leased equipment at June 30, 2017 was \$723,734. The equipment became fully amortized during 2018. Amortization of assets under capital leases is included in depreciation and amortization expense.

Future minimum lease payments required under operating and capital leases and the present value of the net minimum lease payments as of June 30, 2018 are as follows:

Year Ending June 30:	Operating Leases	Capital Leases	Total
2019	\$ 6,871,801	\$ 11,333	\$ 6,883,134
2020	6,342,102	—	6,342,102
2021	4,044,425	—	4,044,425
2022	3,798,844	—	3,798,844
2023	3,595,389	—	3,595,389
Thereafter	<u>23,156,670</u>	<u>—</u>	<u>23,156,670</u>
Total minimum lease payments	<u>\$47,809,231</u>	11,333	<u>\$47,820,564</u>
Less amount representing interest		(85)	
Present value of net minimum lease payments		<u>11,248</u>	
Less current maturities of capital lease obligations		<u>(11,248)</u>	
Long-term capital lease obligations		<u>\$ —</u>	

### 12. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**12. Fair Value Measurements (Continued)**

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following are descriptions of the valuation methodologies used:

**Marketable Equity Securities**

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which generally results in classification as Level 1 within the fair value hierarchy.

**Fixed Income Securities**

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 2 within the fair value hierarchy.

**Alternative Investments**

The System invests in certain alternative investments that include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**12. Fair Value Measurements (Continued)**

System management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

*Beneficial Interests in Perpetual Trusts*

The System is the beneficiary of perpetual trusts held by a third party. Under the terms of the trusts, the System has the irrevocable right to receive the income earned on the assets of the trusts in perpetuity, but never receives the assets held in the trusts. The System has transparency into the holdings of the trusts. These investments are generally classified as Level 1 within the fair value hierarchy.

*Employee Benefit Plan and Other*

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

*Fair Value on a Recurring Basis*

The following presents the balances of assets measured at fair value on a recurring basis at June 30:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2018</u>				
Investments and assets whose use is limited:				
Cash and equivalents	\$ 15,794,107	\$ 15,794,107	\$ —	\$ —
Marketable equity securities:				
Common stocks	72,820,942	72,820,942	—	—
Fixed income securities:				
U.S. Government obligations	19,893,897	—	19,893,897	—
Municipal bonds	3,184,245	—	3,184,245	—
Corporate bonds	78,812,268	—	78,812,268	—
Foreign bonds	2,428,800	—	2,428,800	—
Beneficial interests in perpetual trusts	7,233,609	7,233,609	—	—
Employee benefit plans and other	<u>17,006,819</u>	<u>17,006,819</u>	<u>—</u>	<u>—</u>
Investments and assets whose use is limited	217,174,687	<u>\$112,855,477</u>	<u>\$104,319,210</u>	<u>\$ —</u>
Alternative investments	<u>8,697,063</u>			
Total assets	<u>\$225,871,750</u>			

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**12. Fair Value Measurements (Continued)**

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2017</u>				
Assets whose use is limited:				
Cash and equivalents	\$ 33,844,093	\$ 33,844,093	\$ —	\$ —
Marketable equity securities:				
Common stocks	67,785,239	67,785,239	—	—
Fixed income securities:				
U.S. Government obligations	7,987,596	—	7,987,596	—
Municipal bonds	274,435	—	274,435	—
Corporate bonds	32,684,659	—	32,684,659	—
Foreign bonds	1,348,985	—	1,348,985	—
Beneficial interests in perpetual trusts	7,152,232	7,152,232	—	—
Employee benefit plans and other	<u>14,746,583</u>	<u>14,746,583</u>	<u>—</u>	<u>—</u>
Assets whose use is limited	165,823,822	<u>\$123,528,147</u>	<u>\$ 42,295,675</u>	<u>\$ —</u>
Alternative investments	<u>8,537,540</u>			
Total assets	<u>\$174,361,362</u>			

The alternative investments consist of interests in six funds at both June 30, 2018 and 2017 that are not actively traded.

Net Assets Value Per Share

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for alternative investments valued based on net asset value to further demonstrate the nature and risk of the investments by category at June 30:

<u>Investment</u>	<u>Net Asset Value</u>	<u>Unfunded Commitment</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
<u>2018</u>				
Equity fund	\$2,841,068	\$ —	Monthly	90 days
Multi-strategy hedge fund	748,411	—	Illiquid	N/A
Global equity fund	95,132	110,230	Liquid	N/A
Commingled REIT fund	441,246	1,971,361	Liquid	N/A
Multi-strategy hedge fund	1,377,000	—	Annually	N/A
Multi-strategy hedge fund	3,194,206	—	Quarterly	65 days

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**12. Fair Value Measurements (Continued)**

<u>Investment</u>	<u>Net Asset Value</u>	<u>Unfunded Commitment</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
<u>2017</u>				
Equity fund	\$2,518,144	\$ —	Monthly	90 days
Multi-strategy hedge fund	591,142	—	Illiquid	N/A
Global equity fund	255,136	203,044	Liquid	N/A
Commingled REIT fund	481,263	1,971,361	Liquid	N/A
Multi-strategy hedge fund	1,547,280	—	Closed	
			Until 2018	N/A
Multi-strategy hedge fund	3,144,575	—	Quarterly	65 days

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets and statements of operations.

Investment Strategies

Fixed Income Securities (Debt Instruments)

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Alternative Investments

The primary purpose of alternative investments is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Alternative investments may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**13. Medicaid Enhancement Tax and Disproportionate Share Payment**

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Hospital's net patient service revenues, with certain exclusions. The amount of tax incurred by the Hospital for fiscal 2018 and 2017 was \$22,004,678 and \$21,273,658, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. The Hospital recorded \$17,472,570 and \$18,631,257 in disproportionate share revenue for the years ended June 30, 2018 and 2017, respectively, which is recorded in net patient service revenues.

CMS has completed the audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its exposure based on the audit results to date.

**14. Discontinued Operations**

In the year ended June 30, 2017, the operations of Elliot Health Consulting, LLC, a wholly-owned subsidiary of the consolidated entity Elliot Health System Holdings, Inc., were discontinued. The decision to close the entity was based on performance factors. The operating results for the year ending June 30, 2017 have been reflected in discontinued operations. There were no discontinued operations for the year ending June 30, 2018.

The following is a summary of discontinued operations for the year ended June 30, 2017:

Other revenues	\$ 562,578
Salaries, wages and fringe benefits	(671,036)
Supplies and other expenses	(196,006)
Interest	<u>(19,760)</u>
	<u><b>\$(324,224)</b></u>

**15. Pledges Receivable**

Pledges receivable represent promises to give and are predominantly related to a capital campaign for a regional cancer center. Pledges expected to be collected within one year are recorded at their net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The present value of estimated future cash flows has been measured utilizing risk-free rates of return adjusted for market and credit risk established at the time a contribution is received. Amounts are included within other assets on the consolidated balance sheets as of June 30, 2018. There were no outstanding pledges as of June 30, 2017.



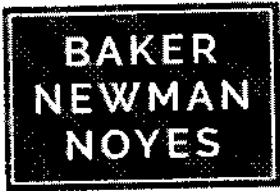
**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2018 and 2017

**15. Pledges Receivable (Continued)**

Pledges are expected to be collected as follows at June 30, 2018:

Within one year	\$ 69,218
Within two years	250,500
Within three years	250,500
Within four years	250,500
Within five years	250,500
Thereafter	<u>430,000</u>
Pledges receivable	1,501,218
Present value discount	(284,190)
Allowance for uncollectible pledges	<u>(74,460)</u>
Pledges receivable, net	<u>\$1,142,568</u>



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## INDEPENDENT AUDITORS' REPORT ON OTHER FINANCIAL INFORMATION

Board of Directors  
Elliot Health System

We have audited the consolidated financial statements of Elliot Health System and Affiliates (the System) as of and for the years ended June 30, 2018 and 2017, and have issued our report thereon which contains an unmodified opinion on those consolidated statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations, and cash flows of the individual companies and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 11, 2018

# ELLIOT HEALTH SYSTEM AND AFFILIATES

## CONSOLIDATING BALANCE SHEET

June 30, 2018

### ASSETS

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Current assets:								
Cash and cash equivalents	\$ 61,425,766	\$ 8,543	\$ 63,976,084	\$ 2,840,249	\$ 8,910,309	\$ 965,285	\$ -	\$ 76,700,470
Accounts receivable, net	42,047,720	-	48,461,909	1,747,260	1,309,654	-	-	51,518,823
Inventories	3,443,050	-	3,443,050	-	358,575	-	-	3,801,625
Amounts due from affiliates	3,224,402	-	278,164	-	537,109	45,520	(860,793)	-
Other current assets	8,531,124	-	8,921,786	53,242	749,874	524	-	9,725,426
Total current assets	118,672,062	8,543	125,080,993	4,640,751	11,865,521	1,011,329	(860,793)	141,746,344
Property, plant and equipment, net	159,991,418	-	160,343,769	532,994	29,472,584	261	-	190,349,608
Other assets:								
Investment in subsidiary	43,022,706	43,022,706	-	-	-	-	(43,022,706)	-
Investments	58,304,112	-	58,304,112	-	-	-	-	58,304,112
Other	11,231,738	-	11,231,738	-	4,246,004	1,148,808	(321,531)	16,305,019
	112,558,556	43,022,706	69,535,850	-	4,246,004	1,148,808	(43,344,237)	74,609,131
Assets whose use is limited:								
Board designated and donor restricted investments	110,067,887	-	110,067,887	9,661,305	1,163,319	10,604,458	-	131,496,969
Held by trustee under revenue bond and note agreements	11,830,241	-	11,830,241	-	-	-	-	11,830,241
Employee benefit plans and other	17,006,819	-	17,006,819	-	-	-	-	17,006,819
Beneficial interest in perpetual trusts	7,233,609	-	7,233,609	-	-	-	-	7,233,609
	146,138,556	-	146,138,556	9,661,305	1,163,319	10,604,458	-	167,567,638
Total assets	\$ 537,360,592	\$ 43,031,249	\$ 501,099,168	\$ 14,835,050	\$ 46,747,428	\$ 12,764,856	\$ (44,205,030)	\$ 574,272,721

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

# LIABILITIES AND NET ASSETS

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Current liabilities:								
Accounts payable and accrued expenses	\$ 27,363,969	\$ —	\$ 27,822,684	\$ 253,677	\$ 737,960	\$ 95,549	\$ —	\$ 28,909,870
Accrued salaries, wages and related accounts	20,357,448	—	31,579,177	1,163,190	326,446	—	—	33,068,813
Accrued interest	1,771,081	—	1,771,081	—	75,955	—	(71,530)	1,775,506
Amounts payable to third-party payors	16,233,115	—	16,244,878	—	—	—	—	16,244,878
Amounts due to affiliates	—	—	—	392,151	468,643	—	(860,794)	—
Current portion of long-term debt	<u>5,403,469</u>	<u>—</u>	<u>5,403,469</u>	<u>—</u>	<u>350,000</u>	<u>—</u>	<u>(250,000)</u>	<u>5,503,469</u>
Total current liabilities	71,129,082	—	82,821,289	1,809,018	1,959,004	95,549	(1,182,324)	85,502,536
Accrued pension	66,238,550	—	72,698,777	2,343,467	—	—	—	75,042,244
Self-insurance reserves and other liabilities	37,765,254	—	37,765,254	—	—	80,001	—	37,845,255
Long-term debt, less current portion	<u>161,066,094</u>	<u>—</u>	<u>161,066,094</u>	<u>—</u>	<u>1,192,891</u>	<u>—</u>	<u>—</u>	<u>162,258,985</u>
Total liabilities	336,198,980	—	354,351,414	4,152,485	3,151,895	175,550	(1,182,324)	360,649,020
Elliot Health System net assets:								
Unrestricted/owners' equity	186,356,644	43,031,249	131,942,786	10,184,664	43,022,706	8,513,907	(43,022,706)	193,672,606
Temporarily restricted	1,343,852	—	1,343,852	34,841	—	4,075,399	—	5,454,092
Permanently restricted	<u>13,461,116</u>	<u>—</u>	<u>13,461,116</u>	<u>463,060</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>13,924,176</u>
Total Elliot Health System net assets	201,161,612	43,031,249	146,747,754	10,682,565	43,022,706	12,589,306	(43,022,706)	213,050,874
Noncontrolling interests in consolidated affiliates	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>572,827</u>	<u>—</u>	<u>—</u>	<u>572,827</u>
Total net assets	<u>201,161,612</u>	<u>43,031,249</u>	<u>146,747,754</u>	<u>10,682,565</u>	<u>43,595,533</u>	<u>12,589,306</u>	<u>(43,022,706)</u>	<u>213,623,701</u>
Total liabilities and net assets	<u>\$ 537,360,592</u>	<u>\$ 43,031,249</u>	<u>\$ 501,099,168</u>	<u>\$ 14,835,050</u>	<u>\$ 46,747,428</u>	<u>\$ 12,764,856</u>	<u>\$ (44,205,030)</u>	<u>\$ 574,272,721</u>

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**CONSOLIDATING STATEMENT OF OPERATIONS**

Year Ended June 30, 2018

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Net patient service revenues (net of contractual allowances and discounts)	\$ 450,049,453	\$ —	\$ 524,294,391	\$ 17,006,574	\$ 13,343,025	\$ —	\$ (669,331)	\$ 553,974,659
Provision for bad debts	(21,471,096)	—	(26,001,597)	2,238	(651,242)	—	—	(26,650,601)
Net patient service revenues, less provision for bad debts	428,578,357	—	498,292,794	17,008,812	12,691,783	—	(669,331)	527,324,058
Investment income	2,825,755	43	2,825,813	185,443	64,845	160,013	—	3,236,157
Other revenues	28,389,967	—	26,363,428	409,139	8,196,488	1,118,360	(9,680,454)	26,406,961
Total revenues	459,794,079	43	527,482,035	17,603,394	20,953,116	1,278,373	(10,349,785)	556,967,176
Expenses:								
Salaries, wages and fringe benefits	224,469,751	—	327,557,409	13,958,679	4,178,681	602,800	(669,331)	345,628,238
Supplies and other expenses	147,156,717	74	150,805,950	3,100,191	14,400,650	1,000,452	(11,969,493)	157,337,824
Depreciation and amortization	16,084,180	—	16,314,595	130,643	1,855,621	162	—	18,301,021
New Hampshire Medicaid Enhancement Tax	22,004,678	—	22,004,678	—	—	—	—	22,004,678
Interest	7,160,179	—	7,160,179	15	75,021	—	(8,872)	7,226,343
Total expenses	416,875,505	74	523,842,811	17,189,528	20,509,973	1,603,414	(12,647,696)	550,498,104
Income (loss) from operations	42,918,574	(31)	3,639,224	413,866	443,143	(325,041)	2,297,911	6,469,072
Nonoperating gains (losses):								
Investment return, net	4,971,431	—	4,971,431	406,921	—	521,327	—	5,899,679
Other	2,633,728	(39,799)	973,532	58,344	(439,703)	(72,195)	(2,258,112)	(1,777,933)
Net periodic pension cost, net of service cost	(1,261,118)	—	(1,385,079)	(44,550)	—	—	—	(1,429,629)
Nonoperating gains (losses), net	6,344,041	(39,799)	4,559,884	420,715	(439,703)	449,132	(2,258,112)	2,692,117
Consolidated excess (deficiency) of revenues and nonoperating gains (losses) over expenses	49,262,615	(39,830)	8,199,108	834,581	3,440	124,091	39,799	9,161,189
Noncontrolling interests in net gain of consolidated affiliates	—	—	—	—	(43,239)	—	—	(43,239)
Excess (deficiency) of revenues and nonoperating gains losses over expenses attributable to Elliot Health System	49,262,615	(39,830)	8,199,108	834,581	(39,799)	124,091	39,799	9,117,950
Net transfers (to) from affiliates	(41,160,025)	4,589,000	(6,379,025)	—	4,589,000	1,790,025	(4,589,000)	—
Pension adjustment	10,980,648	—	11,834,331	478,600	—	—	—	12,312,931
Increase in unrestricted net assets attributable to Elliot Health System	\$ 19,083,238	\$ 4,549,170	\$ 13,654,414	\$ 1,313,181	\$ 4,549,201	\$ 1,914,116	\$ (4,549,201)	\$ 21,430,881

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

**ELLIOT HEALTH SYSTEM AND AFFILIATES**

**CONSOLIDATING BALANCE SHEET**

June 30, 2017

**ASSETS**

	<u>Obligated Group*</u>	<u>Elliot Health System</u>	<u>Elliot Hospital and Affiliates</u>	<u>Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates</u>	<u>Elliot Health System Holdings and Subsidiaries</u>	<u>Mary and John Elliot Charitable Foundation</u>	<u>Elimi- nations</u>	<u>Consol- idated</u>
<b>Current assets:</b>								
Cash and cash equivalents	\$ 100,492,125	\$ 8,574	\$ 102,214,846	\$ 3,511,250	\$ 8,257,996	\$ 1,005,893	\$ -	\$ 114,998,559
Accounts receivable, net	47,462,178	-	54,565,923	1,570,595	1,826,127	-	-	57,962,645
Inventories	3,147,535	-	3,147,535	-	377,844	-	-	3,525,379
Amounts due from affiliates	3,422,173	-	197,596	-	651,159	26,369	(875,124)	-
Other current assets	<u>5,631,016</u>	<u>-</u>	<u>6,209,607</u>	<u>88,191</u>	<u>706,353</u>	<u>33,745</u>	<u>-</u>	<u>7,037,896</u>
Total current assets	160,155,027	8,574	166,335,507	5,170,036	11,819,479	1,066,007	(875,124)	183,524,479
Property, plant and equipment, net	153,502,050	-	153,624,166	656,889	25,374,428	422	-	179,655,905
<b>Other assets:</b>								
Investment in subsidiary	38,473,505	38,473,505	-	-	-	-	(38,473,505)	-
Other	<u>5,783,562</u>	<u>-</u>	<u>5,783,562</u>	<u>-</u>	<u>4,730,093</u>	<u>998</u>	<u>(312,660)</u>	<u>10,201,993</u>
	44,257,067	38,473,505	5,783,562	-	4,730,093	998	(38,786,165)	10,201,993
<b>Assets whose use is limited:</b>								
Board designated and donor restricted investments	107,099,437	-	107,099,437	8,069,779	1,163,260	7,787,774	-	124,120,250
Held by trustee under revenue bond and note agreements	28,342,297	-	28,342,297	-	-	-	-	28,342,297
Employee benefit plans and other	14,746,583	-	14,746,583	-	-	-	-	14,746,583
Beneficial interest in perpetual trusts	<u>7,152,232</u>	<u>-</u>	<u>7,152,232</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,152,232</u>
	<u>157,340,549</u>	<u>-</u>	<u>157,340,549</u>	<u>8,069,779</u>	<u>1,163,260</u>	<u>7,787,774</u>	<u>-</u>	<u>174,361,362</u>
<b>Total assets</b>	<b>\$ 515,254,693</b>	<b>\$ 38,482,079</b>	<b>\$ 483,083,784</b>	<b>\$ 13,896,704</b>	<b>\$ 43,087,260</b>	<b>\$ 8,855,201</b>	<b>\$ (39,661,289)</b>	<b>\$ 547,743,739</b>

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

LIABILITIES AND NET ASSETS

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Current liabilities:								
Accounts payable and accrued expenses	\$ 22,757,473	\$ —	\$ 23,269,408	\$ 264,717	\$ 1,482,312	\$ 176,871	\$ —	\$ 25,193,308
Accrued salaries, wages and related accounts	18,237,750	—	27,205,884	1,106,574	348,707	—	—	28,661,165
Accrued interest	1,783,786	—	1,783,786	—	67,083	—	(62,660)	1,788,209
Amounts payable to third-party payors	12,924,786	—	12,936,549	—	—	—	—	12,936,549
Amounts due to affiliates	—	—	—	365,250	509,874	—	(875,124)	—
Current portion of long-term debt	<u>5,186,845</u>	<u>—</u>	<u>5,186,845</u>	<u>—</u>	<u>387,877</u>	<u>—</u>	<u>(250,000)</u>	<u>5,324,722</u>
Total current liabilities	60,890,640	—	70,382,472	1,736,541	2,795,853	176,871	(1,187,784)	73,903,953
Accrued pension	75,853,540	—	83,175,833	2,790,779	—	—	—	85,966,612
Self-insurance reserves and other liabilities	30,194,659	—	30,194,659	—	—	160,001	—	30,354,660
Long-term debt, less current portion	<u>166,379,893</u>	<u>—</u>	<u>166,379,893</u>	<u>—</u>	<u>1,288,314</u>	<u>—</u>	<u>—</u>	<u>167,668,207</u>
Total liabilities	333,318,732	—	350,132,857	4,527,320	4,084,167	336,872	(1,187,784)	357,893,432
Elliot Health System net assets:								
Unrestricted/owners' equity	167,273,406	38,482,079	118,288,372	8,871,483	38,473,505	6,599,791	(38,473,505)	172,241,725
Temporarily restricted	1,269,569	—	1,269,569	34,841	—	1,918,538	—	3,222,948
Permanently restricted	<u>13,392,986</u>	<u>—</u>	<u>13,392,986</u>	<u>463,060</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>13,856,046</u>
Total Elliot Health System net assets	181,935,961	38,482,079	132,950,927	9,369,384	38,473,505	8,518,329	(38,473,505)	189,320,719
Noncontrolling interests in consolidated affiliates	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>529,588</u>	<u>—</u>	<u>—</u>	<u>529,588</u>
Total net assets	<u>181,935,961</u>	<u>38,482,079</u>	<u>132,950,927</u>	<u>9,369,384</u>	<u>39,003,093</u>	<u>8,518,329</u>	<u>(38,473,505)</u>	<u>189,850,307</u>
Total liabilities and net assets	<u>\$ 515,254,693</u>	<u>\$ 38,482,079</u>	<u>\$ 483,083,784</u>	<u>\$ 13,896,704</u>	<u>\$ 43,087,260</u>	<u>\$ 8,855,201</u>	<u>\$ (39,661,289)</u>	<u>\$ 547,743,739</u>

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates

**ELLIOT HEALTH SYSTEM AND AFFILIATES**  
**CONSOLIDATING STATEMENT OF OPERATIONS**

Year Ended June 30, 2017

	Obligated Group*	Elliot Health System	Elliot Hospital and Affiliates	Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates	Elliot Health System Holdings and Subsidiaries	Mary and John Elliot Charitable Foundation	Elimi- nations	Consol- idated
Net patient service revenues (net of contractual allowances and discounts)	\$ 427,977,569	\$ —	\$ 503,463,020	\$ 17,666,234	\$ 14,605,552	\$ —	\$ (675,469)	\$ 535,059,337
Provision for bad debts	(20,508,340)	—	(25,910,157)	(11,748)	(824,035)	—	—	(26,745,940)
Net patient service revenues, less provision for bad debts	407,469,229	—	477,552,863	17,654,486	13,781,517	—	(675,469)	508,313,397
Investment income	2,509,466	—	2,509,700	162,296	94,124	146,288	—	2,912,408
Other revenues	24,861,650	—	22,648,547	407,505	8,766,845	687,341	(9,644,742)	22,865,496
Total revenues	434,840,345	—	502,711,110	18,224,287	22,642,486	833,629	(10,320,211)	534,091,301
Expenses:								
Salaries, wages and fringe benefits	212,546,385	—	303,051,407	13,946,704	4,110,039	443,756	(675,469)	320,876,437
Supplies and other expenses	138,239,651	62,602	143,402,526	3,103,564	14,455,286	565,826	(11,706,201)	149,883,603
Depreciation and amortization	15,052,313	—	15,319,510	158,279	1,941,236	229	—	17,419,254
New Hampshire Medicaid Enhancement Tax	21,273,658	—	21,273,658	—	—	—	—	21,273,658
Interest	7,601,484	—	7,601,484	—	139,770	—	(8,872)	7,732,382
Total expenses	394,713,491	62,602	490,648,585	17,208,547	20,646,331	1,009,811	(12,390,542)	517,185,334
Income (loss) from operations	40,126,854	(62,602)	12,062,525	1,015,740	1,996,155	(176,182)	2,070,331	16,905,967
Nonoperating gains (losses):								
Loss on bond refunding	(21,117,864)	—	(21,117,864)	—	—	—	—	(21,117,864)
Investment return, net	7,016,113	—	7,016,113	467,751	—	475,927	—	7,959,791
Equity in net gain of subsidiary	4,049,171	4,049,171	—	—	—	—	(4,049,171)	—
Other	1,233,365	—	906,037	104,472	2,430,135	(57,085)	(2,070,331)	1,313,228
Net periodic pension cost, net of service cost	—	—	(5,883,829)	(161,084)	—	—	—	(6,044,913)
Nonoperating gains (losses), net	(8,819,215)	4,049,171	(19,079,543)	411,139	2,430,135	418,842	(6,119,502)	(17,889,758)
Consolidated (deficiency) excess of revenues and nonoperating gains (losses) over expenses before discontinued operations	31,307,639	3,986,569	(7,017,018)	1,426,879	4,426,290	242,660	(4,049,171)	(983,791)
Loss from discontinued operations	—	—	—	—	(324,224)	—	—	(324,224)
Consolidated (deficiency) excess of revenues and nonoperating gains (losses) over expenses	31,307,639	3,986,569	(7,017,018)	1,426,879	4,102,066	242,660	(4,049,171)	(1,308,015)
Noncontrolling interests in net gain of consolidated affiliates	—	—	—	—	(52,895)	—	—	(52,895)
(Deficiency) excess of revenues and nonoperating gains over expenses attributable to Elliot Health System	31,307,639	3,986,569	(7,017,018)	1,426,879	4,049,171	242,660	(4,049,171)	(1,360,910)
Net transfers (to) from affiliates	(32,290,000)	5,623,289	(5,623,289)	—	5,552,289	—	(5,552,289)	—
Pension adjustment	19,218,531	—	20,720,803	773,776	—	—	—	21,494,579
Net assets released from restriction for capital purchases	20,806	—	20,806	—	—	(20,806)	—	—
Increase in unrestricted net assets attributable to Elliot Health System	\$ 18,256,976	\$ 9,609,858	\$ 8,101,302	\$ 2,200,655	\$ 9,601,460	\$ 221,854	\$ (9,601,460)	\$ 20,133,669

\* Includes Elliot Health System and Elliot Hospital, exclusive of affiliates





## VISITING NURSE ASSOCIATION of Manchester & Southern New Hampshire

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### **VNA BOARD OF DIRECTORS LIST 2019**

1. Debra Achramowicz, *Treasurer*
2. Mary Ann Aldrich
3. Consuelo Alvarez, MD
4. John Clayton
5. Sean Doherty
6. Sheila Evjy
7. John Hession
8. Linda Kornfeld, MD
9. Maryann Leclair, *Chair*
10. Maureen McKeon O'Reilly
11. Selma Naccach-Hoff, *Secretary*
12. Terry Pfaff, *Vice Chair*
13. Owen Scollan

## OBJECTIVE

Senior Leadership position within a homecare or hospice organization.

## PROFESSIONAL PROFILE

A seasoned homecare administrator who makes a difference in the health and well being of individuals and families by impacting how healthcare is delivered in the community. Global thinker with a successful record of leading organizations, program and business development, facilitating change, team building and collaboration. Over twenty-five years of diverse community health and leadership experience including strategic planning, governance, homecare, hospice, private duty, home medical equipment, marketing, quality/outcomes, and information technology. Demonstrated competencies include:

### Partnering

*Health Systems*  
*Referral Sources*  
*Satisfaction*  
*Sales Plans*  
*Marketing/Growth*  
*Assisted Living Partnerships*  
*Physician Partnerships*  
*Palliative Care*  
*Mergers*  
*Contracting*  
*Grant Writing*

### Operational Management

*Financial Management*  
*Operational Budgets*  
*Performance Indicators*  
*Capital Budgets*  
*Value Based Purchasing*  
*Regulatory*  
*Survey Preparation*  
*Compliance*  
*Human Resources*  
*Salaries/Benefits*  
*Pension/403b*  
*Employee Satisfaction*  
*Quality*  
*Quality Indicators*  
*Value Based Purchasing*  
*Pt/Caregiver Satisfaction*

### Program Development

*Strategic Planning*  
*New Clinical Programs*  
*Telehealth*  
*Acute Condition Rehab*  
*Personal Care Services*  
*Hospice Pharmacy Program*  
*Cardiac Team*  
*Clinical Guidelines*  
*Information Technology*  
*Electronic Medical Record*  
*Automated Scheduling*  
*Telephony*

## PROFESSIONAL CREDENTIALS

MS Health Administration, University of Massachusetts

BS Nursing, University of Lowell

RN License, active in Massachusetts and New Hampshire

Greater Lowell Health Alliance, Board of Directors

U Mass Lowell Nursing Advisory Board

Home Care Assn of NH, past Secretary, Board of Directors;

Home Care Assn of NH past member, Legislative Committee

**PROFESSIONAL EXPERIENCE**

VNA of Manchester and Southern NH, Inc.

11/2017-present

**Vice President, Home and Community Services**

Responsible for the management and operations of the corporation including, the development and administration of the budget, setting of wages and benefits for employees, setting of charges for services offered by the corporation, contracting, oversight of human resources, quality and risk management, marketing, and the development and implementation of strategic plans. Represents the VNA at the Health System level.

Circle Home, Inc./Visiting Nurse Association of Greater Lowell, Inc., CNS Nursing Home Care, Inc.

12/2009-10/2017

**Executive Director**

Responsible for achievement of mission, vision, organizational goals of a Medicare Certified Home Care and Hospice agency and private duty company. Responsible for financial, administrative, and program management of the agency. Works collaboratively with Board of Directors/Health System to develop and implement strategic initiatives.

- Collaboration with Health System
- Organization restructure
- Rebranding/Name Change
- Growth: Census, PPS episodes, Hospice days, Private Duty
- Relocation

Caritas Home Care, Norwood, MA

5/2009-12/2009

**Branch Manager, Waltham Branch**

Responsible for the operations of a Medicare Certified Home Care branch including oversight of key performance indicators and implementation of organizational changes.

- Improved productivity
- Began work with branch to create a culture of accountability and quality
- Increased percentage of referrals converted to admissions

Visiting Nurse Association of Manchester &amp; Southern NH, Manchester, NH

1995-2009

**Director, Home Health Services**

1998-2009

Responsible for operations and administration of clinical departments and programs which have included: Medicare Certified Home Care, Hospice, Private Duty, Maternal Child Health, Home Medical Equipment, Infusion, Pharmacy, Intake/Marketing, and Quality.

- Increased hospice days/census
- Improved the PPS case mix and decreased the visits per episode
- Developed and managed the implementation of new clinical initiatives, including telehealth, acute rehab team, PCSP program, and pharmacy program for hospice
- Reengineered HME and Private Duty Programs to ensure profitability
- Developed the operational plan for and successfully implemented an assisted living partnership
- Implemented the electronic medical record on time and under budget as Clinical Project Manager/ HME automation/ Successful telephony implementation
- Relocation of HME/IV and VNA operations

**Director, Elliot Home Care and Home Medical Equipment/IV**

1997-1998

Responsible for operations of Medicare Certified and JCAHO accredited homecare agency. Oversight of JCAHO Home Medical Equipment Company offering HME, respiratory services, pharmacy and infusion nursing services.

- Restructured HME/developing effective systems for inventory/purchasing/intake/billing
- Successful JCAHO surveys
- Strategic Planning- co-chaired work group reengineering/design

**Director, Elliot Home Care, Manchester, NH**

1995- 1997

Responsible for clinical operations of Medicare Certified and JCAHO accredited homecare agency. Supervision of clinical managers, schedulers, secretary.

- Led the clinical merger of two competing Medicare Certified agencies
- Developed policies and procedures
- Developed criteria-based performance evaluations
- Developed marketing brochures
- Developed cardiac team

Olsten Kimberly Quality Care, Watertown, MA

1993-1995

**Director of Professional Services**

Responsible for clinical operations of branch office's certified and private duty business

- Merged the KQC branch into Olsten branch
- Supervised clinical managers and medical records department
- Assured compliance with home health regulations
- Established quality assurance program

VNA HomeCare Inc, Andover, MA

1989-1993

**Senior Nurse Manager**

Responsible for clinical management and administrative functioning of the nursing and scheduling department.

**Clinical Manager**

Managed the home care and maternal child health nursing staff.

VNA of Greater Lowell, Lowell, MA

1982-1989

**Liaison Nurse**

Assessed patient's home care needs prior to discharge from acute care facilities and coordinated appropriate home care services. Worked collaboratively with nonaffiliated hospitals and discharge planning departments.

**Community Health/Hospice Nurse**

Provided nursing care to patients in the community.

Lawrence General Hospital, Lawrence, MA

1981-1982

**Staff Nurse**

Provided direct nursing care to patients on a medical surgical unit.

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**SUMMARY OF HOMECARE LEADERSHIP EXPERIENCE**

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***Governance***

19 person Board of Directors  
Revision of Board structure  
Revision of Board bylaws  
Strategic planning  
Corporation Restructuring  
Conversion of for-profit to non-profit  
Increased collaboration with Health System  
Rebranding/Name Change

***Operational Excellence***

Quality of Care Rate 3 ½ stars  
Patient Survey 4 stars  
Overall Patient Satisfaction 88%  
(above MA/Nation)

***Growth***

Increased hospice days 7%  
Increased hospice census approx 28%  
Increased Medicare episodes by 7%

***Clinical Management Experience***

Home Care  
Maternal Child Health  
Hospice  
Private Duty  
Home Medical Equipment  
Pharmacy  
Infusion  
Respiratory Therapy  
Community Health Clinics

***Clinical Programs Development***

Assisted Living Partnerships  
Acute Condition-Rehab Team  
Personal Care Service Providers  
Hospice Pharmacy Program  
IV Lasix Program  
Clinical Guidelines (CHF/COPD)  
High Risk Assessment Tool  
Physician Partnership Program  
Behavioral Health/Alzheimer's

***Current Areas of Oversight***

Quality/Performance Improvement  
Compliance  
Finance  
Marketing  
Business and Program Development  
Fund Raising  
Emergency Preparedness/Safety  
Information Technology  
Clinical Services  
Private Duty  
Human Resources

***Information Infrastructure***

Electronic Medical Record  
Automated Scheduling  
Telephony  
Telehealth

***Financial Management***

Budgeting  
Financial Indicators  
Capital needs planning  
Monthly Profit/Loss evaluation  
Financial benchmarks  
Improved Hospice Surplus by 20%

***Regulatory Knowledge***

Homecare/Hospice/Private Duty licensing  
COPS Homecare/Hospice  
Medicare State Survey Preparation  
Homecare Licensing Surveys  
Past experience with JCAHO Survey  
Legislation  
Policy and Procedure Development  
Contracting  
Medicare Value Based Purchasing (pilot state)

## Donna Frizzell, RN

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Attentive leader with over 20 year experience in Home care management, possessing exceptional skills of communication, project execution and team development. Thrives in challenging organizational initiatives. Special interest in leadership development and patient experience process improvement.

### Experience

*VNA of Manchester and Southern New Hampshire*     *Manchester, NH*     *2015 –present*  
**Director Home Health Services**  
**Reports to VP of Homecare and Community Services**

Implemented successful strategic scheduling triage system

Developed policy to support Medicare regulatory requirements

Responsible for 138 clinicians and administrative personnel

Directs agency operations to increase revenue, improve patient and staff satisfaction while meeting regulatory requirements.

Redesigned education program

*VNA of Manchester and Southern New Hampshire*     *Manchester, NH*     *1998 – 2015*  
**Program Manager**  
**Report to Clinical Director**

Managing up to 100 employees clinical and administrative including 3 clinical managers

Supervises Partners in Health, Maternal Child Health and the Intake department

Direct responsibilities for recruitment, interviewing, hiring, scheduling, training, performance evaluations and termination activities.

Contributes Medicare/JCAHO accreditation processes

*VNA of Manchester and Southern New Hampshire*     *Manchester, NH*     *1992 – 1998*  
**Clinical Manager**  
**Report to Clinical Director**

Direct and indirect patient care services within both institutional and home care setting

Responsibilities for operations and personal supervision

## Donna Frizzell, RN

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Administrative support and management (BCBS, Medicaid admitting procedures) as well as immediate involvement with policy development

Implemented a Self-Directed Work Team concept.

### Education

Master of Science in Nursing With a focus in nursing leadership <i>Walden University</i>	2016	Minneapolis, MN
Associates of Science in Nursing <i>New Hampshire Technical Institute</i>	1992	Concord, NH

### Associations & Memberships

American Nurses Association

New Hampshire Nurses Association

Sigma Theta Tau International honors society  
Epsilon Tau chapter

Elliot Health System Patient Experience CPT member

# Lynda Martin-Heaney

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## WORK EXPERIENCE

### **ELLIOT HEALTH SYSTEM, Manchester, NH**

#### Clinical Manager, Jun 2015 – Present

- Collaborate with the leadership team, education team, and other health care professionals and service providers to ensure optimal patient care.
- Read current literature, talk with colleagues, or participate in professional organizations or conferences to keep abreast of developments in nursing.
- Develop or assist direct care staff in development of care and treatment plans.
- Develop, implement, and evaluate standards of nursing practice in specialty area such as IV, pediatrics, and maternal/child health.
- Identify training needs or conduct training sessions for nursing staff.
- Maintain departmental policies, procedures, objectives, or infection control standards in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Evaluate the quality and effectiveness of nursing practice and organizational systems.
- Instruct nursing staff in areas such as the assessment, development, implementation and evaluation of disability, illness, management, technology, and resources.
- Direct and supervise nursing staff in the provision of patient therapy.
- Develop nursing service philosophies, goals, policies, priorities, and procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Coordinate or conduct educational programs or in-service training sessions on topics such as clinical procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.

#### Registered Nurse II - IV, Sep 2012 – Jun 2015

- Home administration of IV therapies including chemotherapy, antibiotics, and hydration; Home medication reconciliation; Training and education with patients and families on independent home administration of IV therapies, complete and correct medication administration, and independent wound care; Care Planning; Discharge planning and coordination; Coordination of care with PCPs and specialists; Collaboration with PT, OT, and SLP staff; Collaboration with Hospice staff to transition end of life cases; Peer mentor and primary IV Preceptor; Student mentor; Wound Vac Team member.

### **GENESIS HEALTHCARE-PLEASANT VIEW, Concord, NH**

#### Registered Nurse - TCU, Sep 2010 – Sep 2012

- Full time primary nurse on busy TCU/Rehab floor. Responsibilities included Medication administration, Delivery of prescribed treatments, Wound care (wound vac experience), Peer training/orientation, Collaboration with therapies (PT, OT, and ST), Alternate charge nurse, Leading care plan meetings, Coordinating patient care with Primary Care Providers, Staff daily assignments, Patient/family teaching. Experienced with IV medications, tube feedings, CADD infusion pumps, and more.

### **PRIVATE CLIENT (NAME AVAILABLE UPON INTERVIEW), Pembroke, NH**

#### Private Duty Home Health Assistant, Aug 2009 – Sep 2010

- Home health aide assisting quadriplegic client with afternoon and evening ADL's including assistance with physical therapy exercises, incontinent care, and repositioning using mechanical lift equipment (Hoyer lift). Contact information available upon request.



**2010 ACT ONE CREATIVE, LLC CONCORD, NH , Concord, NH**

Office Manager/Bookkeeper , Jan 2009 – Sep 2010

- Part time office manager and bookkeeper for a well-established graphic design agency. Duties included monthly account reconciliation, weekly accounts payable and receivable, weekly payroll preparation, and Federal and State payroll tax reporting.

**BEAUCHESNE & ASSOCIATES, LLC , Pembroke, NH**

Bookkeeper/Payroll Processor, Mar 2006 – Sep 2010

- Part time/full time bookkeeping and payroll processing for several clients of a mid-sized accounting firm. Duties included monthly account reconciliation, payroll processing, accounts payable and receivable, and Federal and State payroll tax reporting.

**MONTMINY'S COUNTRY STORE , Pembroke, NH**

Owner/Operator, Jul 2003 – Feb 2007

- Oversaw all areas of business operations for small country market/take-out restaurant including staff management, bookkeeping and banking, inventory and ordering for retail and restaurant, customer service, menu creation and cooking.

**PR RESTAURANTS (PANERA BREAD ), Portsmouth, NH**

Assistant Manager, Jan 2002 – Jul 2003

- Daily responsibilities included running shifts within corporate guidelines, hiring and training of restaurant staff, scheduling, cash reconciliation, and daily banking.

**AMERICAN TRADITIONAL DESIGNS, Northwood, NH**

Art Services Director, Mar 1998 – Jan 2002

- Responsibilities included overseeing production of all advertising and marketing pieces, directing photo shoots, coordination of catalogs, graphics and print collateral for trade shows, and hiring/training of art department staff.

**PROMARK PROMOTIONS, Concord, NH**

Senior Designer, Feb 1991 – Mar 1998

- Performed all senior level tasks: creating multimedia marketing pieces, designing corporate ID packages, writing and directing TV and radio spots, and outsourcing.

**EDUCATION**

**Derry Adult Education, Derry, NH**

*Completed GED*

**Granite State College, Concord, NH**

*Completed coursework towards Business Administration, Mar 1996*

*Carried 4.0 GPA*

**Northern Essex Community College, Lawrence, NH**

*Associates of Science, Nursing , May 2010*

*Graduated Summa Cum Laude*

**Franklin Pierce University, Rindge, NH**

*Bachelor of Science, Nursing, May 2016*

*Graduated Summa Cum Laude*

# Maria Lucia Petagna

## EDUCATION

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Southern New Hampshire University, *M.S. in Public Health*, currently matriculated  
New York University, The Steinhardt School of Education, *B.S. in Nutrition & Food Studies*, May 2004

## EMPLOYMENT HISTORY

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**Elliot Health System/Manchester VNA – Partners In Health**  
*Family Support Coordinator*

**Manchester, NH**  
June 2016 – Present

- Provide direct support to families who have children with chronic medical conditions
- Visit with families in their home or in the community to assess strengths and identify needs and goals related to the child's medical condition
- Connect families with appropriate resources to meet their needs; including but not limited to community organizations, local and state supports, and funding sources
- Grant writing
- Oversee Family Council for monthly meetings and events

**Birth Doula**

**Concord, NH**  
January 2015 – Present

- Assist ladies in the antenatal period with formulating a birth and parenting vision, balancing expectations, and reviewing logistics as well as coping techniques to employ in both pregnancy and early labor
- Support mothers and their support team in non-clinical ways through the process of labor and birth
- Help mothers initiate and establish breastfeeding with their newborn
- Care for new mothers in the post-partum period through practical means, be it cleaning, shopping, assistance with breastfeeding, listening, or finding resources
- Provide support for ladies who are considering or choose to end their pregnancy
- Approach all aspects of doula work with unbiased compassion

**Georgia's Eastside BBQ**  
*CFO/General Manager*

**New York, NY**  
June 2007 – June 2016

- Managed all finances and bookkeeping for small business
- Performed all necessary public relations, human resources, and office duties
- Served tables and take-out/delivery customers, prepped and cooked food, handled cash register, set up and supported catering events
- Oversaw scheduling for all front of the house staff, and payroll for all employees
- Collaborated with owner and chef on ways to improve all aspects of operation

**Kingsborough Community College – Department of Tourism & Hospitality**  
*Culinary Lab Technician*

**Brooklyn, NY**  
January 2007 – August 2007

- Oversaw budget and management of Culinary Management Center
- Processed and received food, equipment, and service orders for general and educational use
- Organized and maintained inventory
- Collaborated with colleagues on grant writing, fund allocation, and program goals and initiatives

**NYU – Computer Science Department**  
*Administrative Aide II for Academic Programs*

**New York, NY**  
January 2002 – August 2006

- Managed main department office and supervised two assistants
- Performed general office duties for administrators and faculty
- Provided telephone, mail, fax, and e-mail support to students, faculty, and public
- Coordinated the compulsory master's program exit exam bi-annually
- Created and maintained MS Excel spreadsheets and MS Access databases
- Assisted with the coordination and supervision of special events
- Maintained pages of department website

## **Social Work/ Case Management**

Seeking a supervising position where I can apply my extensive knowledge of community resources, social work degree, communication, and leadership skills in a social services environment.

## **Skills**

High level communicator, both written and oral

Strong advocate for clients to utilize self determination to reach desired outcome

Received extensive, hands-on leadership training

Innovative thinker

NASW Member 2014

Phi Alpha Member 2014

Motivational Interviewing Certified

Person-Centered Planning Certified

Trained in Family Support and Strengthening Standards

Mental Health First Aid Certified

CPR/Heart Saver Certified

## **Professional Experience**

### Partners in Health – Manchester, NH

#### **Family Support Coordinator**

**January 2017 – Present**

- Manage a caseload of 70-80 families with children with chronic illness.
- Assess client needs and provide appropriate resources to meet stated and unstated needs.
- Collaborate with community partners to assure clients receive adequate services.
- Advocate for and assist in determining eligibility for families to receive necessary benefits including Medicaid, CFI, Social Security, and other community resources.
- Complete all administrative duties including scanning, copying, faxing, filing while maintaining HIPAA compliance.
- Provide support to families throughout medical and social crises using empathy and motivational interviewing.
- Prioritize emergent needs and create actions plans to address the needs as stated by clients.
- Develop care plans in collaboration with families to address stated Strengths, Needs, and Goals.

### Butterfly Effects, LLC. – Virginia Beach, VA

#### **Registered Behavior Technician**

**July 2014 – December 2016**

- Provide direct client care utilizing Applied Behavioral Analysis (ABA) techniques to contribute to a reduction in maladaptive behaviors and an increase in positive social skills.
- Collaborate with a team of care professionals and client's family to assess and implement functional goals.
- Collect, record, and summarize measurable and observable data according to the client's individualized treatment plan.
- Create and communicate data sheet to other team members.
- Effectively communicate with family and outside caregivers regarding client's goals for communication and social behavior expectations.
- Train new RBTs upon introduction to specific clients.
- Understand the importance of empathy and proactive care.
- 

### New Futures, Inc. – Concord, NH

#### **Intern**

**September 2013 – May 2014**

- Mobilize advocates to participate in community conversations across NH.
- Research legislative policy and synthesize findings for use by agency's advocacy director.
- Attend multiple legislative committee hearings, summarize the discussion, and present findings to team.
- Assisted in planning of 6 state-wide community collaborative dialogue sessions to discuss monitoring and addressing drug abuse around the state.
- Co-trained 20 youth in the fundamental skills of policy and advocacy.
- Utilize communication and public speaking skills to influence legislation.
- Testify in front of Senate committee opposing HB1625.

Hannaford – Goffstown, NH

**Service leader**

**September 2010 – May 2014**

- Employ multi-tasking, coordination, and time management skills to supervise 20-30 associates in a high pressure environment.
- Monitor and assess employee performance and make recommendations for skill development.
- Utilize active listening and problem solving skills to meet the needs of customers.
- Balance associate and business needs to allow for 95-100% efficiency as measured by store productivity compared to customer and item counts.

Camp Fatima – Gilmantown IW, NH

**Counselor, Special Needs Week**

**June 2010, 2011, 2012**

- Coordinated 9-10 people of diverse ages with cognitive disabilities 24 hours per day for 6 days.
- 55-80 year olds; 16-22 year olds; 40-54 year olds respectively.
- Aided in accomplishing activities of daily living with campers.
- Collaborated with peers in order to implement safe and exciting individual and group activities.
- Identified the effectiveness of the activities and adapted to the expressed and unexpressed needs of campers.

Camp Bernadette – Wolfeboro, NH

**Counselor**

**June – August 2010, 2011**

- Collaborated with a team of four peers in order to implement safe and exciting team-building activities for children between the ages of 6 and 15 years old.
- Led adventure programs on a 10 low-element adventure course.
- Mediated conflict resolution using age-appropriate language, role modeling, and mentorship.

Somersworth Youth Safe Haven – Somersworth, NH

**Counselor**

**September - December 2011**

**Education**

**Bachelor of Science**

**Major in Social Work**

*University of New Hampshire*

Durham, New Hampshire

Graduation Date: May 2014

**VNA Home Health & Hospice Services, Inc.**

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
<b>Rachel Chaddock</b>	Vice President of Home & Community Services	\$0	0%	\$0
<b>Donna Frizzell</b>	Director of Home Health Services	\$0	0%	\$0
<b>Lynda Martin-Heaney</b>	Home Care Clinical Manager	\$0	0%	\$0
<b>Maria Petagna</b>	Family Support Coordinator	\$32,019	100%	\$32,019
<b>Bethany Arcand</b>	Family Support Coordinator	\$31,103	20.3%	\$6,313

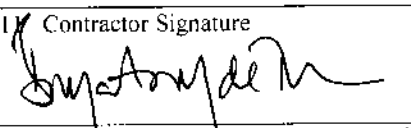
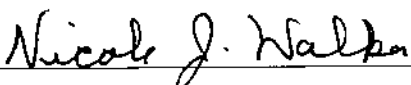

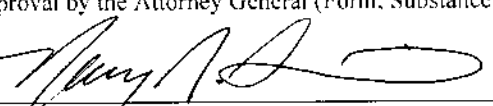
Subject: Partners in Health Family Support Services (REP-2020-DLTSS-01-PARTN-07)

**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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-93-930010-7858	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$621,996
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BORJA ALVAREZ DE TOLA, President/CEO	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Hillsborough</del> On <u>May 17th 2019</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 NICOLE J. WALKER, Justice of the Peace [Seal] State of New Hampshire <i>My Commission Expires July 11, 2023</i> 			
1.13.2 Name and Title of Notary or Justice of the Peace Nicole J. Walker Administrative Assistant			
1.14 State Agency Signature  Date: <u>5-23-19</u>		1.15 Name and Title of State Agency Signatory Deborah D. Scheetz, 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>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide services to individuals up to twenty-one (21) years of age with chronic health conditions and their families.
- 1.5. The Contractor shall provide services to Regions I, II, III, and IV as outlined in NH Administrative Rule He-M 523.11, Designation of Region Boundaries, Table 523-1, and in accordance with this Agreement.

### **2. Scope of Services**

- 2.1. The Contractor shall coordinate the day-to-day management of the regional Partners in Health (PIH) Sites, in accordance with NH Administrative Rule He-M 523, which includes, but is not limited to:
  - 2.1.1. Assessment of needs.
  - 2.1.2. Planning for services needed.
  - 2.1.3. Implementation of service plan.
  - 2.1.4. Evaluation of services delivered on an on-going basis.
- 2.2. The Contractor shall consult with the Department regarding planning, resource location, service design, and coordination of community-based services.
- 2.3. The Contractor shall facilitate families' social connections, develop their leadership skills, and assist them with collaborating with other programs in order to building a strong and healthy community.
- 2.4. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
  - 2.4.1. Flexible services using the elements of Family Centered Care;
  - 2.4.2. Strengths-based assessment and planning;



- 2.4.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning; and
- 2.4.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5. The Contractor shall ensure services reflect evidence-based practices and goals by ensuring the PIH Family Support Coordinators (FSCs):
  - 2.5.1. Attend State PIH meetings regularly and participate on state-level PIH committees that work to develop best practices in service delivery and technology, through the utilization of the State database.
  - 2.5.2. Collaborate with NH Family Voices and Dartmouth-Hitchcock Medical Center to promote the program, and conduct outreach to increase the program's visibility to pediatricians, clinics, school nurses, and medical specialists.
  - 2.5.3. Maintain certification in the Standards of Quality for Family Strengthening & Support.
- 2.6. The Contractor shall utilize a Continuous Quality Improvement method (CQI) to deliver and improve quality in services that includes two (2) committees that collect, analyze, and refine data as well as implement the necessary changes to improve service delivery, which are:
  - 2.6.1. The Programmatic Quality Improvement (PQI) committee, which performs program reviews of clinical practice as well as defining and analyzing data and outcomes to ensure the provision of quality services.
  - 2.6.2. The Compliance Organizational Welfare Risk Management committee, which oversees all risk management, including mandatory reporting, staff accidents, client incidents, staff grievances, and client complaints.
- 2.7. The Contractor shall ensure the senior management team reviews QI reports and utilizes data to plan agency-wide responses and change efforts by:
  - 2.7.1. Ensuring priorities for quality improvement and plans for implementation are completed on an annual basis.
  - 2.7.2. Ensuring senior managers collaborate with program directors and supervisors to evaluate the implementation of process improvement activities.
- 2.8. The Contractor shall ensure audits are completed as described below on the following schedule:
  - 2.8.1. Client files quarterly.
  - 2.8.2. Administrative and billing audits once every six (6) months.



- 2.8.3. Clinical audits annually.
- 2.9. The Contractor shall ensure staff review the results of the audits outlined in Subsection 2.8 with their supervisors and make a written plan for improvement, if necessary.
- 2.10. The Contractor shall administer client satisfaction surveys every six (6) months.
- 2.11. The Contractor shall ensure all FSCs convene weekly supervision session to discuss the program, individual cases, and to provide guidance and direction.
- 2.12. The Contractor shall ensure all FSCs meet regularly to share best practices and to problem solve, as well as attend monthly meetings and training sessions with PIH providers, statewide.
- 2.13. The Contractor shall provide information about and referrals to resources and services to meet the unique needs of families of children and young adults with special healthcare needs (CYSHCN).
- 2.14. The Contractor shall provide family-centered family support services to families of CYSHCN by ensuring the FSCs:
- 2.14.1. Collaborate with the family to identify and prioritize their needs and the goals to be addressed through participation in PIH.
  - 2.14.2. Complete a strengths-based assessment at the beginning of service and use the assessment to develop an individualized action plan with SMART goals.
  - 2.14.3. Utilize a family-centered planning approach to tailor services to the specific needs of the child and family.
  - 2.14.4. Utilize motivational interviewing and coaching throughout the program to empower families to care for and advocate for their children.
  - 2.14.5. Assist families in accessing financial assistance, services and entitlements, inclusive community recreation, and special training.
  - 2.14.6. Organize projects and events in which families and youth can participate and create relationships with other families who have similar issues, in partnership with the Family Council.
- 2.15. The Contractor shall ensure the FSCs accept referrals for services as part of the intake process from a variety of sources including, but not limited to:
- 2.15.1. Families.
  - 2.15.2. Medical providers.
  - 2.15.3. Social service agencies.
  - 2.15.4. Other community partners.



- 2.16. The Contractor shall ensure that, following intake, the FSCs:
- 2.16.1. Contact the physician to request the Diagnosis Verification Form be completed, which describes the child's condition and includes a statement that the child meets eligibility criteria for a chronic health condition.
  - 2.16.2. Determine applicant eligibility.
- 2.17. The Contractor shall utilize a family strengthening approach to support families to be strong, healthy, and safe, thereby promoting their optimal development by utilizing The Protective Factors Framework for the Standards of Quality for Family Strengthening & Quality. The Contractor shall:
- 2.17.1. Recognize and affirm family strengths and resilience, and be responsive to their concerns and priorities;
  - 2.17.2. Enhance families' capacities to support the healthy cognitive, social, emotional, and physical development of their family members; and
  - 2.17.3. Recognize families as significant resources for their own family members and each other by applying a strengths-based approach that supports better outcomes for PIH families.
- 2.18. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, high quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.19. The Contractor shall adhere to the Principles of Family Support Practice as identified by the National Family Support Network which include, but are not limited to:
- 2.19.1. Staff and families collaborate in relationships based on equality and respect.
  - 2.19.2. Staff enhance families' capacity to support the growth and development of all family members – adults, young adults, and children.
  - 2.19.3. Families are resources to their own members, to other families, to programs, and to communities.
  - 2.19.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
  - 2.19.5. Programs are embedded in their communities and contribute to the community-building process.
  - 2.19.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.



- 2.19.7. Practitioners work with families to mobilize formal and informal resources to support family development.
- 2.19.8. Programs are flexible and continually responsive to emerging family and community issues.
- 2.19.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 2.20. The Contractor shall ensure adherence to the Principles of Family Support Practices through implementing internal policies, procedures, standards, and practices in collaboration with the PIH Family Council.
- 2.21. The Contractor shall advocate for the rights and needs of children and young adults who have chronic health conditions and their families.
- 2.22. The Contractor shall collaborate with and promote networking and community building with the PIH Family Council, other PIH sites, other systems of family support, and other community agencies in the region by participating in events that include, but are not limited to:
  - 2.22.1. Monthly business meetings that include dinner.
  - 2.22.2. Facilitating family-friendly outings.
- 2.23. The Contractor shall ensure the Family Council sends a survey on an annual basis to all families participating in the PIH program in order to gather information on the interests and needs of the families in the region, to be utilized in developing an action plan for the PIH Family Council.
- 2.24. The Contractor shall maintain collaborative relationships with agencies in order to ensure families receive coordinated services that meet the Standards of Quality, to avoid duplication of services, and to assist families with accessing services. The agencies include, but are not limited to:
  - 2.24.1.1. Child health services.
  - 2.24.1.2. Early supports and services providers.
  - 2.24.1.3. Parent information centers.
  - 2.24.1.4. State benefit programs.
  - 2.24.1.5. Local schools.
  - 2.24.1.6. Local hospitals and medical providers.
  - 2.24.1.7. Local town and state governments.
- 2.25. The Contractor shall provide educational opportunities to families, training and support activities to Family Councils that include, but are not limited to:
  - 2.25.1. Providing orientation materials and training regarding:
    - 2.25.1.1. The history and purpose of the PIH program;



- 2.25.1.2. A description of the role of a council member; and
- 2.25.1.3. An overview of the agency and various programs available.
- 2.25.2. Ensuring each council member completes the Participant Survey developed through the Standards of Quality for Family Strengthening & Support.
- 2.25.3. Evaluating the results of the Participant Surveys to determine the efficacy of the program and whether changes are needed.
- 2.25.4. Ensuring Family Councils participate in a biennial survey, based on the Standards of Quality, which aids in developing future plans.
- 2.26. The Contractor shall work with families to identify priorities and needs of individuals being served while increasing independence in managing their child's chronic health condition. The Contractor shall ensure FSCs:
  - 2.26.1. Refer families to summer camps for children with specific conditions that provide education to children about their conditions, which supports independence and improves abilities to manage the conditions.
  - 2.26.2. Inform families of any relevant workshops.
  - 2.26.3. Share educational resources and materials with families.
  - 2.26.4. Assist with facilitating family participation in respite and recreational opportunities.
- 2.27. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council for Youth with Chronic Conditions, the Department, and Stakeholders, which may include but are not limited to increasing instances of kinship care and public health outbreaks.
- 2.28. The Contractor shall participate in the planning, development and evaluation of program objectives in conjunction with the Department's administrative staff which include, but are not limited to:
  - 2.28.1. Biennial Department Survey.
  - 2.28.2. Biennial PIH Audit.
  - 2.28.3. Contract Compliance Reviews.
- 2.29. The Contractor shall conduct a Department-approved annual Participant Survey to gather information about the satisfaction of families with services provided and utilize survey results for quality improvement purposes.
- 2.30. The Contractor shall participate in evaluation activities including, but not limited to:



- 2.30.1. Using the Standards of Quality for Family Strengthening and Support Program Self-Assessment annually, to identify areas of program strength, as well as areas for further development, in order to guide continuous quality improvement and achieve positive results for families.
- 2.30.2. Developing, monitoring and reporting on a Continuous Quality Improvement (CQI) Plan based on the results of Biennial Activities, the Self-Assessment, and the Participant Survey.

### 3. Staffing Requirements

- 3.1. The Contractor shall identify the individual designated as the Lead Agency Supervisor (LAS).
- 3.2. The Contractor shall ensure the LAS:
  - 3.2.1. Participates in quarterly meetings with the Department;
  - 3.2.2. Provides supervision to the Family Support Coordinators (FSCs); and
  - 3.2.3. Participates in annual reporting and biennial audits and surveys.
- 3.3. The Contractor shall employ a minimum of six (6) full-time FSCs to work a minimum of thirty-five (35) hours per week, having at minimum:
  - 3.3.1. An Associate's Degree from an accredited program in a field of study related to health or social services.
  - 3.3.2. One (1) year of corresponding experience.
- 3.4. The Contractor shall recruit for FSC positions in collaboration with the PIH Family Council, in the event of a vacancy.
- 3.5. The Contractor shall notify the Department, in writing, no later than one (1) week prior to the employee's start date, when a new FSC is hired or LAS is designated to work in the program following the Department Process for Notification of Personnel Change.
- 3.6. The Contractor shall ensure the LAS provides appropriate supervision to the FSCs including, but not limited to:
  - 3.6.1. Phone or in-person meetings, no less frequently than on a monthly basis.
  - 3.6.2. Monthly monitoring of activities related to contract compliance, NH Administrative Rule He-M 523, and Department reporting.
  - 3.6.3. Annual performance evaluations that incorporate feedback from the Department and PIH Family Council.
  - 3.6.4. Corrective Action planning and oversight when FSC-implemented site activities are not in compliance with NH Administrative Rule He-M 523 or contract requirements.

LAS

5/19/19





- 3.7. The Contractor shall make a request, in writing, to the Department prior to hiring new program personnel that do not meet the required staff qualifications, in order to request a waiver that may be granted based on:
  - 3.7.1. Program needs.
  - 3.7.2. The individual's experience.
  - 3.7.3. The individual's additional training.
- 3.8. The Contractor shall ensure staff participation, as applicable, in:
  - 3.8.1. PIH staff orientation.
  - 3.8.2. Database training.
  - 3.8.3. LAS Meetings, at least quarterly.
  - 3.8.4. FSC supervision meetings, at least monthly.
  - 3.8.5. Standards of Quality for Family Strengthening and Support Certification training and re-certification.
  - 3.8.6. Other training, technical assistance, supervision and evaluation-related activities as identified by the Department.
- 3.9. The Contractor shall provide training and ensure LAS's and FSCs receive the training in the following areas of the Standards of Quality for Family Strengthening and Support:
  - 3.9.1. Family Centeredness.
  - 3.9.2. Family Strengthening.
  - 3.9.3. Embracing Diversity.
  - 3.9.4. Community Building.
  - 3.9.5. Evaluation.
  - 3.9.6. Cultural Competence.
  - 3.9.7. Motivational Interviewing.
  - 3.9.8. Professional Boundaries and Ethics.
  - 3.9.9. Healthy Homes.
  - 3.9.10. Trauma Informed Practice.
  - 3.9.11. Evidence-based models.
  - 3.9.12. Diversity.

#### 4. Reporting



- 4.1. The Contractor shall ensure data is entered and case records are maintained in the Department Data system within five (5) business days of receipt, as required by the Department.
- 4.2. The Contractor shall provide annual reports, using the Department template, which include, but are not limited to:
  - 4.2.1. Quality assurance and improvement activities.
  - 4.2.2. Qualitative information relative to family outcomes.
  - 4.2.3. Quantitative information demonstrating successful family outcomes.
  - 4.2.4. Overall progress toward program goals that includes supporting statistical information.
  - 4.2.5. Program effectiveness as reported by families in the Participant Survey.
  - 4.2.6. Plans or goals.
  - 4.2.7. Results from the Participant Survey.

## 5. Sustainability

- 5.1. The Contractor shall coordinate and integrate public and private funding to support the needs of CYSHCN and their families enrolled in the PIH program which includes, but is not limited to:
  - 5.1.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
  - 5.1.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
  - 5.1.3. Submitting proposals for public funding.
- 5.2. The Contractor shall ensure program sustainability by:
  - 5.2.1. Incorporating a comprehensive strategic planning effort to assist with identifying opportunities and challenges as well as facilitate market-focused strategic visioning and planning across all Waypoint programming.
  - 5.2.2. Utilizing revenue strategies that direct charitable dollars toward emerging or expansion programs where a community need has been identified and community support is strong.
  - 5.2.3. Maintaining partnerships with other community organizations.



## 6. Deliverables

- 6.1. The Contractor shall maintain a minimum caseload of families per region per State Fiscal Year as follows:
- 6.1.1. Region I: one hundred and ninety (190).
  - 6.1.2. Region II: sixty-four (64).
  - 6.1.3. Region III: sixty (60).
  - 6.1.4. Region IV: seventy-eight (78).



### **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from Catalog of Federal Domestic Assistance (CFDA) # 93.667, U.S. Department of Health and Human Services, Administration for Children & Families, Office of Community Services, Social Services Block Grant, Federal Assistance Identification Number (FAIN) # 1801NHSOSR.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall budget a minimum of \$20,000, per site for Flex Funds to be applied to family support services and activities, of which a maximum of \$6,000 may be directed toward PIH Family Council Activities.
6. There is a shared price limitation of \$50,000 per State Fiscal Year across all vendors for camperships and environmental modifications. Funding available through the shared price limitation will be awarded at the Department's sole discretion, based on the application process, as defined by the Department.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services  
Partners in Health Family Support Services for  
Children and Young Adults with Chronic Health Conditions  
**Exhibit B**



9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [erika.downie@dhhs.nh.gov](mailto:erika.downie@dhhs.nh.gov), or invoices may be mailed to:

Partners in Health Program Assistant II  
Department of Health and Human Services  
Division of Long Term Supports and Services  
129 Pleasant Street, Thayer Building  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

215

5/17/19

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -	\$ 59,000.00
2. Employee Benefits	\$ 8,354.00	\$ -	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -	\$ 8,354.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 127,354.00</b>	<b>\$ -</b>	<b>\$ 127,354.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 127,354.00</b>	<b>\$ -</b>	<b>\$ 127,354.00</b>

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 59,000.00	\$ -	\$ -	\$ -	\$ 59,000.00	\$ -
2. Employee Benefits	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Postages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specific data is mandatory)	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -
Direct assistance to Clients/Flex funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 127,354.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 127,354.00</b>	<b>\$ -</b>

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
2. Employee Benefits	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -	\$ 3,427.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Direct assistance to Clients/Flex funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 46,927.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,927.00</b>	<b>\$ -</b>	<b>\$ 46,927.00</b>

Indirect As A Percent of Direct 0.0%



New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -
2. Employee Benefits	\$ 3,427.00	\$ -	\$ -	\$ -	\$ 3,427.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 46,927.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,927.00</b>	<b>\$ -</b>

Indirect At A Percent of Direct 0.3%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2019-June 30, 2020 (SFY20)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -
2. Employee Benefits	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
Direct assistance to Clients/Flex funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
2. Employee Benefits	\$ 2,166.00	\$ -	\$ 2,166.00	\$ -	\$ -	\$ -	\$ 2,166.00	\$ -	\$ 2,166.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,166.00</b>	<b>\$ -</b>	<b>\$ 39,166.00</b>

Indirect As A Percent of Direct

0.0%

**New Hampshire Department of Health and Human Services**

Contractor name	Waypoint
1	1
2	2
3	3
4	4
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99	99
100	100

**Product Subject for: Partners in Health Support Services for Children and Young Adults with Chronic Health Conditions**

**Budget Period:** July 1, 2019-June 30, 2020 (SFY20)

Line item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct		Total	Direct		Total	Direct		Total
		Indirect			Indirect			Indirect	
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Educator and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

**Indirect As A Percent of Direct**

Contractor Initials 345 Date 5/13/19

New Hampshire Department of Health and Human Services

Contractor name: Waypoint

Budget Request for: Partners in Health Family Support Services for Children and Young Adults with Chronic Health Conditions

Budget Period: July 1, 2020-June 30, 2021 (SFY21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
2. Employee Benefits	\$ 3,551.00	\$ -	\$ 3,551.00	\$ -	\$ -	\$ -	\$ 3,551.00	\$ -	\$ 3,551.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 47,551.00	\$ -	\$ 47,551.00	\$ -	\$ -	\$ -	\$ 47,551.00	\$ -	\$ 47,551.00

Indirect As A Percent of Direct 0.0%



### **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.

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

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5/17/19





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



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**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES 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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

5/17/19  
Date

Vendor Name: WAYPOINT  
[Signature]  
Name: Borja Alvarez de Toledo  
Title: President / CEO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5/17/19  
Date

Vendor Name: Waypoint  
Samuel M  
Name: Bonita Alvarado Toledo  
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

5/17/19  
Date

Vendor Name: WAYPOINT  
Sam Arvizu  
Name: Sam Arvizu de Toledo  
Title: President / CEO





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor 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:

Vendor 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

Vendor Initials

8/25

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

5/17/19  
Date

Vendor Name: WAYPOINT

[Signature]

Name: Benja Alvarez de Toledo

Title: President / CEO

Exhibit G

Vendor Initials BA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/17/19



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 Vendor 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 Vendor 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.

5/17/19  
Date

Vendor Name: WayPoint  
[Signature]  
Name: Sofia Alvarez de Toledo  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Vendor Initials BA

Date 5/17/19





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Deborah D. Scheetz  
Signature of Authorized Representative

Deborah D. Scheetz  
Name of Authorized Representative

Director  
Title of Authorized Representative

5-23-19  
Date

WAYPOINT  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

Brian Alvarez de Toledo  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

5/17/19  
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 Vendor 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 Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

5/17/19  
Date

Vendor Name: Waypoint  
Samuel Th  
Name: Soja Alvarez de Toledo  
Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor 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: 09-SSO-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                             YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

       NO                             YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

*[Signature]*

*5/17/19*

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

*[Handwritten Signature]*

*5/17/19*

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

*[Signature]*

*5/17/19*



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*[Signature]*

5/17/19

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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8/17/19



**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

*[Handwritten Signature]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BA

5/17/19

# State of New Hampshire

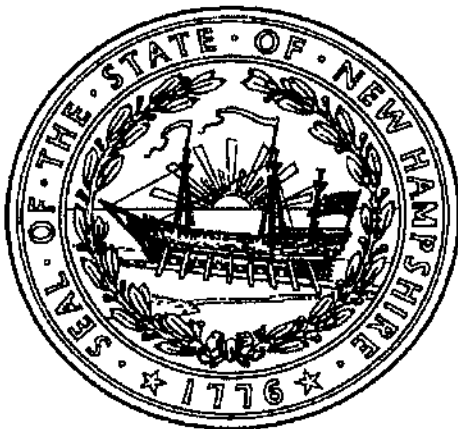
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62585**

Certificate Number: **0004508530**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, WILLIAM CONRAD, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of WAYPOINT.  
(Agency Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/4/18.  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.


**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.

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17<sup>th</sup> day of May 2019.

  
(Signature of the Elected Officer)  
William Conrad

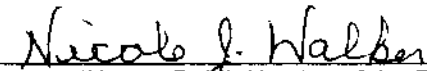
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2019.

By William Conrad  
(Name of Elected Officer of the Agency)

NICOLE J. WALKER, Justice of the Peace  
State of New Hampshire  
My Commission Expires July 11, 2023  
(NOTARY SEAL)

  
(Notary Public/Justice of the Peace)

Commission Expires: 7/11/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com																						
<b>INSURED</b> Waypoint Po Box 448  Manchester NH 03105		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Indemnity Ins Co</td><td>18058</td></tr><tr><td>INSURER B:</td><td>Granite State Health Care and Human Services Self-</td><td></td></tr><tr><td>INSURER C:</td><td>Travelers Casualty &amp; Surety Co of America</td><td>31194</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:	Granite State Health Care and Human Services Self-		INSURER C:	Travelers Casualty & Surety Co of America	31194	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES****CERTIFICATE NUMBER:** 18-19 All/19-20 WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Liquor Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			PHPK1842147	07/01/2018	07/01/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Aggregate- Prof liab</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000	Aggregate- Prof liab	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COM/OP AGG	\$ 2,000,000																				
Aggregate- Prof liab	\$ 2,000,000																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1842135	07/01/2018	07/01/2019	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 5,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB635723	07/01/2018	07/01/2018	<table><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000										
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20190000118 (3a.) NH	02/01/2019	02/01/2020	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Fidelity & Forgery			105912196	04/01/2019	04/01/2020	<table><tr><td>Limit</td><td>\$500,000</td></tr><tr><td>Deductible</td><td>\$5,000</td></tr></table>	Limit	\$500,000	Deductible	\$5,000										
Limit	\$500,000																				
Deductible	\$5,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Department of  
Health & Human Services  
129 Pleasant Street  
Concord

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# WAYPOINT

Help Along the Way

*Formerly*

CHILD AND FAMILY SERVICES

## MISSION STATEMENT:

**Empowering people of all ages through an array of human services and advocacy**

### HEADQUARTERS

toll free (800) 640.6486  
office (603) 518.4000  
fax (603) 668.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
[waypointnh.org](http://waypointnh.org)





**WAYPOINT**

Consolidated Financial Statements

For the Year Ended December 31, 2018

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
Waypoint

### Additional Offices:

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Waypoint's 2017 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 27, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2018 and 2017 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of Waypoint'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 solely 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 the effectiveness of Waypoint's 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 Waypoint's internal control over financial reporting and compliance.

*Melanson Heath*

March 26, 2019

# WAYPOINT

## Consolidated Statement of Financial Position

December 31, 2018  
(with comparative totals as of December 31, 2017)

	Without Donor Restrictions	With Donor Restrictions	2018 Total	2017 Total
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 231,128	\$ 847,449	\$ 1,078,577	\$ 890,431
Accounts receivable, net	714,112	-	714,112	884,748
Contributions receivable	60,000	-	60,000	40,000
Prepaid expenses	192,744	-	192,744	241,546
Total Current Assets	1,197,984	847,449	2,045,433	2,056,725
Investments	14,007,444	2,132,950	16,140,394	17,630,209
Beneficial interest held in trusts	-	1,679,591	1,679,591	1,867,906
Property and equipment, net	6,358,505	-	6,358,505	6,266,362
Total Assets	\$ 21,563,933	\$ 4,659,990	\$ 26,223,923	\$ 27,821,202
<b>LIABILITIES AND NET ASSETS</b>				
Current Liabilities:				
Accounts payable	\$ 217,685	\$ -	\$ 217,685	\$ 95,667
Accrued payroll and related expenses	564,736	-	564,736	666,502
Other liabilities	67,299	-	67,299	69,062
Bonds payable	140,000	-	140,000	140,000
Total Current Liabilities	989,720	-	989,720	971,231
Bonds payable, net of current portion	4,065,000	-	4,065,000	4,205,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	885,525	-	885,525	1,062,342
Total Liabilities	7,190,245	-	7,190,245	7,488,573
Net Assets:				
Without donor restrictions:				
Undesignated	366,244	-	366,244	167,293
Board designated	14,007,444	-	14,007,444	15,309,844
With donor restrictions	-	4,659,990	4,659,990	4,855,492
Total Net Assets	14,373,688	4,659,990	19,033,678	20,332,629
Total Liabilities and Net Assets	\$ 21,563,933	\$ 4,659,990	\$ 26,223,923	\$ 27,821,202

The accompanying notes are an integral part of these financial statements.

# WAYPOINT

## Consolidated Statement of Activities

For the Year Ended December 31, 2018  
(with comparative totals for the year ended December 31, 2017)

	Without Donor Restrictions	With Donor Restrictions	2018 Total	2017 Total
<b>Support and Revenue:</b>				
Support:				
Contributions	\$ 386,091	\$ 1,336,501	\$ 1,722,592	\$ 1,722,683
Government grants	5,401,404	-	5,401,404	5,007,897
In-kind contributions	94,633	-	94,633	159,343
Income from special events, net	369,175	-	369,175	392,160
Revenue:				
Service fees	5,422,960	-	5,422,960	4,504,096
Other	64,715	-	64,715	32,023
Net assets released from restriction:				
Program releases	1,139,556	(1,139,556)	-	-
Endowment releases	80,674	(80,674)	-	-
Endowment transfer to support operations	661,375	-	661,375	694,255
<b>Total Support and Revenue</b>	<b>13,620,583</b>	<b>116,271</b>	<b>13,736,854</b>	<b>12,512,457</b>
<b>Operating Expenses:</b>				
Program services	11,550,792	-	11,550,792	10,374,824
Management and general	1,380,172	-	1,380,172	1,350,475
Fundraising	427,546	-	427,546	397,992
<b>Total Operating Expenses</b>	<b>13,358,510</b>	<b>-</b>	<b>13,358,510</b>	<b>12,123,291</b>
Change in net assets before non-operating items	262,073	116,271	378,344	389,166
<b>Non-Operating Items:</b>				
Investment income (loss)	(882,572)	(123,458)	(1,006,030)	2,426,476
Unrealized gain (loss) on interest rate swap	176,817	-	176,817	106,042
Change in beneficial interest	-	(188,315)	(188,315)	131,927
Interest income	1,608	-	1,608	699
Endowment transfer to support operations	(661,375)	-	(661,375)	(694,255)
<b>Total Non-Operating Items</b>	<b>(1,365,522)</b>	<b>(311,773)</b>	<b>(1,677,295)</b>	<b>1,970,889</b>
Change in net assets	(1,103,449)	(195,502)	(1,298,951)	2,360,055
Net Assets, Beginning of Year, as restated	15,477,137	4,855,492	20,332,629	17,972,574
Net Assets, End of Year	\$ 14,373,688	\$ 4,659,990	\$ 19,033,678	\$ 20,332,629

The accompanying notes are an integral part of these financial statements.

# WAYPOINT

## Consolidated Statement of Functional Expenses For the Year Ended December 31, 2018 (with comparative totals for the year ended December 31, 2017)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2018 Total</u>	<u>2017 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410	\$ 6,928,730
Employee benefits	742,615	66,141	19,071	827,827	781,346
Payroll related costs	743,794	65,549	25,122	834,465	751,020
Mileage reimbursement	442,792	1,878	413	445,083	421,527
Contracted services	560,035	96,132	6,553	662,720	547,074
Subtotal personnel expense	9,103,596	1,079,623	367,286	10,550,505	9,429,697
Accounting	-	28,700	-	28,700	30,330
Assistance to individuals	718,608	-	-	718,608	744,299
Communications	148,344	10,147	8,249	166,740	154,946
Conferences, conventions, meetings	34,183	19,533	2,302	56,018	45,719
Depreciation	298,245	36,417	-	334,662	316,750
In-kind contributions	90,213	3,420	1,000	94,633	159,403
Insurance	62,170	9,468	2,466	74,104	74,678
Interest	250,245	67,527	-	317,772	300,049
Legal	-	3,949	-	3,949	27,320
Membership dues	18,132	7,947	3,913	29,992	40,626
Miscellaneous	24,352	13,167	2,674	40,193	43,065
Occupancy	495,619	41,188	11,700	548,507	426,568
Printing and publications	55,968	12,656	22,916	91,540	68,101
Rental and equipment maintenance	95,167	25,586	2,029	122,782	109,469
Supplies	94,685	17,700	2,655	115,040	92,986
Travel	61,265	3,144	356	64,765	59,285
Total Functional Expenses	\$ <u>11,550,792</u>	\$ <u>1,380,172</u>	\$ <u>427,546</u>	\$ <u>13,358,510</u>	\$ <u>12,123,291</u>

The accompanying notes are an integral part of these financial statements.



## WAYPOINT

### Consolidated Statement of Cash Flows For the Year Ended December 31, 2018 (with comparative totals for the year ended December 31, 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (1,298,951)	\$ 2,360,055
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	334,662	316,750
Contributions restricted for endowment and long- term purposes	(16,717)	(265,005)
Realized (gain) loss on investments	(136,619)	60,566
Unrealized (gain) loss on investments	1,688,070	(2,049,713)
Change in beneficial interest in trusts	188,315	(131,927)
Change in interest rate swap	(176,817)	(106,042)
Changes in operating assets and liabilities:		
Accounts receivable	170,636	(281,333)
Prepaid expenses	48,802	(40,494)
Contributions receivable	(20,000)	-
Accounts payable	122,018	(31,103)
Accrued expenses	(101,766)	(149,642)
Other liabilities	(1,763)	47,675
Net Cash Provided (Used) By Operating Activities	799,870	(270,213)
Cash Flows From Investing Activities:		
Purchases of investments	(693,481)	(15,732,031)
Proceeds from sale of investments	631,845	15,991,440
Purchase of fixed assets	(426,805)	(261,461)
Net Cash Provided (Used) By Investing Activities	(488,441)	(2,052)
Cash Flows From Financing Activities:		
Contributions restricted for endowment and long- term purposes	16,717	265,005
Payment of long-term debt	(140,000)	(135,005)
Net Cash Provided (Used) By Financing Activities	(123,283)	130,000
Net Change in Cash and Cash Equivalents	188,146	(142,265)
Cash and Cash Equivalents, Beginning	890,431	1,032,696
Cash and Cash Equivalents, Ending	\$ <u>1,078,577</u>	\$ <u>890,431</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	\$ <u>317,772</u>	\$ <u>300,049</u>

The accompanying notes are an integral part of these financial statements.

## WAYPOINT

### Notes to Consolidated Financial Statements For the Year Ended December 31, 2018

#### 1. Description of Organization

In 2018, Child and Family Services of New Hampshire changed its name to Waypoint. Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

##### **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

**Early Support and Services** – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

**Home Visiting Services** – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

**Adoption** – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

### **Children, Youth, and Family - Intervention and Treatment Programs**

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

**Foster care** – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

**Home Based Services** – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

### **Runaway and Homeless Youth Services**

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

### **Senior Care and Independent Living**

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

**Camp Spaulding** – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility,

strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

**The New Hampshire Children's Lobby** – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

## **2. Significant Accounting Policies**

### ***Change in Accounting Principle***

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in 2018 and the presentation in these consolidated financial statements has been adjusted accordingly. The ASU has been applied retrospectively which increased net assets without donor restrictions by \$926,308 and decreased net assets with donor restrictions by \$926,308, resulting from the reclassification of long-lived assets with implied time restrictions as required under ASU 2016-14.

### ***Principles of Consolidation***

The consolidated financial statements include Waypoint (formerly Child and Family Services of New Hampshire) and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

### ***Comparative Financial Information***

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

### ***Accounts Receivable***

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

### ***Contributions Receivable***

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

### ***Investments***

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

### ***Beneficial Interest Held in Trusts***

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

### ***Property and Equipment***

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2018.

### ***Interest-Rate Swap***

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

### ***Donated Services and In-Kind Contributions***

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Measure of Operations***

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

### ***Tax Status***

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Both entities are annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, they are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2018, Waypoint was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

### ***Estimates***

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment



securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.
- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related expenses, and other liabilities approximate fair value due to their short-term nature.

### 3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, are comprised of the following at December 31, 2018:

Financial assets at year end:		
Cash and cash equivalents	\$	1,078,577
Accounts receivable, net		714,112
Contributions receivable		60,000
Investments		16,140,394
Beneficial interest held in trusts		<u>1,679,591</u>
Total financial assets		19,672,674
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,659,990	
Less:		
Net assets with purpose restrictions to be met in less than a year	(847,449)	
Donor-restricted endowment subject to spending policy rate (4.25%) and appropriation	<u>(90,650)</u>	3,721,891
Board-designated endowment	14,007,444	
Less: Board-designated endowment annual spending policy rate (4.25%)	<u>(595,316)</u>	<u>13,412,128</u>
Less total amounts not available to be used within one year		<u>17,134,018</u>
Financial assets available to meet general expenditures over the next year	\$	<u>2,538,656</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

#### 4. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2018			2017		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 379,362	\$ -	\$ 379,362	\$ 628,244	\$ (3,900)	\$ 624,344
Fees for service	<u>338,650</u>	<u>(3,900)</u>	<u>334,750</u>	<u>260,404</u>	<u>-</u>	<u>260,404</u>
	<u>\$ 718,012</u>	<u>\$ (3,900)</u>	<u>\$ 714,112</u>	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>

#### 5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

#### 6. Investments

Investments at fair value consist of mutual funds totaling \$16,140,394 and \$17,630,209 at December 31, 2018 and 2017, respectively.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2018 is 4.5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2018. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

*Mutual funds:* Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

## 7. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2018 and 2017, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$800,624 and \$868,099, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2018</u>	<u>2017</u>
Greenleaf	100%	\$ 350,806	\$ 401,167
Spaulding	100%	297,837	336,123
Cogswell	50%	<u>230,324</u>	<u>262,517</u>
Total		<u>\$ 878,967</u>	<u>\$ 999,807</u>

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2016	\$ 1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	1,867,906
Change in value of beneficial interest	<u>(188,315)</u>
Balance at December 31, 2018	<u>\$ 1,679,591</u>

**8. Property, Equipment and Depreciation**

A summary of the major components of property and equipment is presented below:

	<u>2018</u>	<u>2017</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,335,089	8,072,313
Furniture, fixtures, and equipment	796,686	796,686
Vehicles	107,581	101,585
Software	285,372	166,592
Construction in progress	<u>38,870</u>	<u>17,217</u>
Subtotal	10,678,547	10,269,342
Less: accumulated depreciation	<u>(4,320,042)</u>	<u>(4,002,980)</u>
Total	<u>\$ 6,358,505</u>	<u>\$ 6,266,362</u>

**9. Line of Credit**

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2018 and was extended through June 30, 2019. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (5.50% at December 31, 2018), adjusted daily. At December 31, 2018, the balance on this line of credit was \$0. The line was not utilized in 2018.

**10. Bonds Payable**

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap

for 2018 and 2017 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2018 and 2017, the Organization recorded the swap liability position of \$885,525 and \$1,062,342, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2018, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2019	\$ 140,000
2020	150,000
2021	160,000
2022	165,000
2023	175,000
Thereafter	<u>3,415,000</u>
	<u>\$ 4,205,000</u>

#### **11. Deferred Loans - NHHFA**

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

#### **12. Endowment Funds**

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

##### **Board-designated Investments**

As of December 31, 2018, the Board of Trustees had designated \$14,007,444 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.



## **Donor-designated Endowments**

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as donor-restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

## **Funds with Deficiencies**

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2018.

## **Investment Policy**

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

### Spending Policy

The Organization's spending policy in 2018 is 4.5% (4.25% in 2019) of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2018 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Board-designated endowment funds	\$ 14,007,444	\$ -	\$ 14,007,444
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	1,679,406	1,679,406
Accumulated investment gains	-	453,544	453,544
Total funds	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>

Changes in endowment net assets as of December 31, 2018 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Endowment net assets, beginning of year	\$ 15,309,844	\$ 2,320,365	\$ 17,630,209
Contributions	99,498	16,717	116,215
Appropriations from endowment	(519,326)	(80,674)	(600,000)
Investment income, net	<u>(882,572)</u>	<u>(123,458)</u>	<u>(1,006,030)</u>
Endowment net assets, end of year	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>

### 13. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following:

	<u>2018</u>	<u>2017</u>
Subject to expenditure for specified purpose:		
Camp	\$ 113,699	\$ 134,161
Child abuse prevention	153,836	322,306
Early intervention	-	2,000
Family counseling	14,160	20,860
Homecare	92,430	50,000
Human trafficking	30,000	6,000
IT and other projects	208,891	-
Teen and youth	<u>234,433</u>	<u>131,895</u>
	847,449	667,222
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	131,716	162,919
Camp operations	92,896	165,335
Other purposes	<u>228,932</u>	<u>329,422</u>
	453,544	657,676
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	532,271
Other purposes	<u>997,011</u>	<u>997,010</u>
	<u>1,679,406</u>	<u>1,662,688</u>
Total restricted endowment	2,132,950	2,320,364
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,679,591</u>	<u>1,867,906</u>
Total	<u>\$ 4,659,990</u>	<u>\$ 4,855,492</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2018:

Satisfaction of purpose restrictions:	
Camp	\$ 144,888
Child abuse prevention	295,614
Early intervention	2,000
Family counseling	10,200
Homecare	265,542
Human trafficking	26,000
IT and other projects	227,130
Teen and youth	168,182
	<u>1,139,556</u>
Restricted-purpose spending-rate distributions and appropriations:	
General operations	13,335
Camp operations	30,959
Other purposes	36,380
	<u>80,674</u>
Total	\$ <u>1,220,230</u>

#### 14. Assistance to Individuals

The \$718,608 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 325
Housing assistance to youth at risk of homelessness	115
Gift cards provided to families during holiday season	65
Food for at risk youth	38
Other assistance such as medical, childcare, transportation, and family activities	176
	<u>\$ 719</u>

**15. Functionalized Expenses**

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs.

**16. Defined Contribution Plan**

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2018 and 2017, respectively.

**17. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,368 and \$141,787 for the years ended December 31, 2018 and 2017, respectively.

**18. Transactions with Related Parties**

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2018, the total legal expense from related parties was \$403.

**19. Concentrations of Risk**

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

**20. Subsequent Events**

Subsequent events have been evaluated through March 26, 2019, the date the consolidated financial statements were available to be issued.

# WAYPOINT

## Consolidated Schedule of Operating Expenses For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 466,270	\$ 940,287	\$ 1,571,090	\$ 1,435,611	\$ 344,092	\$ 1,649,913	\$ 81,328	\$ 118,831	\$ 6,728	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	86,141	19,071	827,827
Payroll related costs	58,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,548	25,122	834,465
Mileage reimbursement	5,860	41,848	249,506	66,137	18,647	59,274	1,294	89	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	65,055	20,355	23,246	9,429	2,312	171,937	580,035	86,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	368,345	133,826	-	3,014	10,071	-	7,484	718,608	-	-	718,608
Communications	8,493	36,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,682
In-kind contributions	1,510	61,077	27,626	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,581	1,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	91,429	73,485	13,903	13,903	7,944	3,872	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,849	-	3,849
Membership dues	1,531	1,254	1,224	7,241	8	6,386	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	848	174	232	24,352	13,167	2,674	40,183
Occupancy	45,179	148,763	140,092	111,315	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,656	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	854	719	71	94,685	17,700	2,655	115,040
Travel	958	36,453	4,662	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
<b>Total</b>	<b>\$ 711,421</b>	<b>\$ 1,968,075</b>	<b>\$ 3,084,373</b>	<b>\$ 2,520,762</b>	<b>\$ 509,267</b>	<b>\$ 2,196,563</b>	<b>\$ 145,518</b>	<b>\$ 151,634</b>	<b>\$ 283,179</b>	<b>\$ 11,550,792</b>	<b>\$ 1,380,172</b>	<b>\$ 427,546</b>	<b>\$ 13,358,510</b>

See Independent Auditors' Report.

**WAYPOINT**  
Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2017

	Family Counseling	Teen and Youth	Child Abuse & Family Strengthening	Child Abuse Prevention	Early Intervention	Homescare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2017 Total
Salaries and wages	\$ 522,885	\$ 852,919	\$ 1,354,655	\$ 1,048,937	\$ 289,423	\$ 1,598,573	\$ 76,399	\$ 111,610	\$ 5,707	\$ 5,842,108	\$ 821,482	\$ 285,130	\$ 6,928,730
Employee benefits	37,324	150,239	148,749	143,566	25,366	152,914	17,176	2,894	865	880,093	75,328	25,925	781,346
Payroll related costs	60,648	88,118	157,560	114,720	28,621	178,648	6,661	8,721	534	648,231	73,785	31,004	751,020
Mileage reimbursement	9,801	40,061	235,980	57,575	16,478	55,311	1,708	217	74	418,205	2,363	959	421,527
Contracted services	22,582	31,553	60,827	153,644	18,505	20,030	7,847	5,868	163,932	485,786	44,338	18,950	547,074
Accounting	-	-	-	-	-	-	-	-	-	-	30,330	-	30,330
Assistance to individuals	5,012	187,839	390,953	138,033	1,505	2,431	500	-	8,026	744,289	-	-	744,299
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,569	742	145,884	3,850	5,312	154,948
Conferences, conventions, meetings	3,595	3,028	2,650	15,405	2,038	1,002	410	1,723	1	29,850	12,376	3,493	45,719
Depreciation	22,292	59,535	65,161	68,591	10,288	12,003	5,144	3,430	1,715	248,160	68,590	-	316,750
In-kind contributions	40	96,448	36,108	-	17	-	186	-	-	135,808	23,584	-	159,403
Insurance	5,371	10,827	18,288	14,174	3,224	10,907	752	833	227	64,583	7,550	2,545	74,678
Interest	22,944	35,300	57,070	70,600	10,590	12,355	5,295	3,530	1,765	229,449	70,800	-	300,049
Legal	-	-	-	-	-	-	-	-	-	-	27,320	-	27,320
Membership dues	1,795	1,024	1,425	8,195	450	6,514	-	800	-	18,293	20,019	2,404	40,526
Miscellaneous	1,904	4,475	9,008	3,468	4,316	6,800	176	220	278	30,645	10,129	2,291	43,065
Occupancy	36,936	128,658	107,440	67,757	9,760	36,535	2,575	3,394	363	393,419	24,954	8,196	426,568
Printing and publications	1,213	2,117	6,825	15,350	809	5,968	764	855	1	33,999	4,097	30,005	68,101
Rental and equipment maintenance	6,210	13,799	24,712	24,658	3,868	7,292	1,810	1,317	839	86,533	21,602	1,334	109,469
Supplies	5,700	29,306	19,274	11,866	1,734	13,904	575	598	47	82,804	7,879	2,303	92,886
Travel	1,511	30,669	7,144	14,169	862	3,940	176	219	275	58,964	178	142	59,285
<b>Total</b>	<b>\$ 779,813</b>	<b>\$ 1,817,531</b>	<b>\$ 2,757,646</b>	<b>\$ 1,993,722</b>	<b>\$ 412,763</b>	<b>\$ 2,147,569</b>	<b>\$ 130,493</b>	<b>\$ 145,895</b>	<b>\$ 186,391</b>	<b>\$ 10,374,824</b>	<b>\$ 1,350,475</b>	<b>\$ 387,992</b>	<b>\$ 12,123,291</b>

See Independent Auditors' Report.





# WAYPOINT

Help Along the Way

*Formerly*

CHILD AND FAMILY SERVICES

## BOARD OF TRUSTEES

December 2018

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Borja Alvarez de Toledo

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### HEADQUARTERS

toll free (800) 640.6486

office (603) 518.4000

fax (603) 688.6260

464 Chestnut Street

PO Box 448

Manchester, NH 03105

[waypointnh.org](http://waypointnh.org)



**ANTHONY F. CHEEK, JR.**

464 Chestnut St.  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: cheekt@waypointnh.org

EXPERIENCE: Waypoint, formerly Child & Family Services Manchester, NH  
01/11- Present **Vice President/CFO**

*Oversee all finance, facilities and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$14 Million.*

3/07- 1/11 Fountains America, Inc., Pittsfield, NH  
**Vice President/Director of Finance**

*Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.*

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH  
**Director of Finance (3/98-3/07)**

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.*

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.

- Implemented new IT network infrastructure for satellite offices to improve communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

***Assistant Controller (2/96-3/98)***

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

***Controller/General Manager***

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:  
1986

***Bachelor of Science in Business Administration***  
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

**Borja Alvarez de Toledo, M.Ed.**

464 Chestnut St, Manchester, NH. 03105/ 603-782-6442  
alvarezdetoledob@waypointnh.org

**Professional Profile**

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

**Professional Experience**

**Waypoint, formerly Child and Family Services of New Hampshire**  
Manchester, NH

December 2013- Present

**~ President and CEO**

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

**Riverside Community Care**  
Dedham, MA

2009- 2013

**~ Division Director, Child and Family Services**

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

**The Guidance Center, Inc.**  
Cambridge, MA

1998 - 2009

**~ Chief Operating Officer**

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

**Private Practice in Psychotherapy and Clinical Consultation**  
Madrid, Spain

1992 - 1998

**~Adjunct Faculty**

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

**Centro Médico-Psicopedagógico**

Madrid, Spain

1994 - 1997

**~Clinical Coordinator/Director of Training.**

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

**ITAD (Institute for Alcohol and Drug Treatment),**

Madrid, Spain

1991- 1994

**~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program**

- Provided evaluation and treatment for chemically dependent adults and their families.

**~ Senior Family Therapist, Couples and Family Therapy Program**

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

**Charles River Health Management**

Boston, MA

1989 - 1991

**~ Senior Family Therapist, Home Based Family Treatment Program.**

## Education

**Graduate Certificate of Business**

University of Massachusetts, Lowell, 2000.

**Master's Degree in Education**

Counseling Psychology Program. Boston University, 1989.

**B.A. in Clinical Psychology**

Universidad Pontificia de Comillas, Madrid, Spain. 1988

## Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, J.C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

## Languages

Fluent in Spanish, French and Italian.

## ERIN J. KELLY

[erinjeankelly@gmail.com](mailto:erinjeankelly@gmail.com)

(603) 851-1257

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### EDUCATION

Union Institute and University - Vermont College, Brattleboro, Vermont  
2004-2006 Master of Arts, Psychology and Counseling

Gordon College - Wenham, Massachusetts  
1997-2001 Bachelor of Arts, Psychology  
1997-2001 Bachelor of Arts, Youth Ministry

### LICENSE

Board of Mental Health Practice State of New Hampshire,  
Licensed Clinical Mental Health Counselor, License # 722

### PROFESSIONAL APPOINTMENTS/MEMBERSHIPS/ACCOMPLISHMENTS

- 2018-Present New Hampshire Interagency Council on Homelessness – Governor appointed
- 2017-Present Co-Chair New Hampshire Homeless Youth Subcommittee
- 2016 Workshop Presenter National Runaway and Homeless Youth Grantee's Conference
- 2016 United States Family and Youth Services Bureau Enhancing Sustainability Project Member
- 2015-2018 New Hampshire Attorney General's Task Force on Abuse and Neglect
- 2014-Present New Hampshire's Human Trafficking Collaborative Task Force
- 2010-Present New Hampshire Balance of State Continuum of Care
- 2008-2017 New Hampshire Homeless Teen Task Force
- 2008-Present Manchester Continuum of Care (Chair since 2016)
- 2012-2014 New Hampshire Attorney General's Commission on Human Trafficking and Sexual Exploitation – representative of youth services
- 2011-2013 New Hampshire State Suicide Prevention Council – Governor appointed representative of youth services
- 2012 United States Family and Youth Services Bureau Focus Group on Runaway and Homeless Youth Program Outcomes – Regional representative
- 2010-2012 New Hampshire HIV and STD Division Community Planning Group – representative of youth services
- 2008-2011 New Hampshire Alcohol, Tobacco, and other Drug Service Providers Association – representative of youth prevention services

### PROFESSIONAL EXPERIENCE

January 2014-Present  
*Program Director* – Waypoint (formerly Child and Family Service of New Hampshire), Manchester, NH

- Direct the operations of the Human Trafficking Program (started in 2016)

- Direct the operations of the continuum of programs serving runaway and homeless youth including Basic Center Programs, Street Outreach Programs, Drop-in Services, Transitional Living Programs, and Maternity Group Home Programs statewide.
- Provide all administrative and clinical supervision for Program Managers.
- Provide oversight for a staff of 20.
- Develop and implement strategic plan for all programs including facilitating staff participation, presenting to agency operations team, incorporating feedback, and identifying and bringing to fruition prioritized goals
- Oversee local, state, and federal grant applications, reporting and contracts
- Develop and manage program budgets
- Provide program evaluation and outcome data

February 2010-January 2014

*Program Manager - Child and Family Services of New Hampshire, Manchester, NH*

- Manage the day-to-day operations of programs serving runaway and homeless youth including 2 Basic Center Programs, 2 Street Outreach Programs, and a drop-in facility.
- Provide all administrative and clinical supervision for staff of ten
- Develop and implement strategic plan for all programs including facilitating staff participation, presenting to agency operations team, incorporating feedback, and identifying and bringing to fruition prioritized goals
- Facilitate the professional growth of staff by providing guidance around goal development and relevant learning opportunities
- Oversee local, state, and federal grant applications, reporting and contracts
- Develop and manage program budgets
- Provide program evaluation and outcome data

November 2008-February 2010

*Runaway and Homeless Youth Program & Student Assistance Program Supervisor - Child and Family Services of NH, Manchester, NH*

- Supervised the day-to-day operations of a substance use prevention program in four high schools.
- Provided administrative and clinical supervision for staff of four
- Established and maintained relationships with community organizations, key partners, and school department administration
- Completed proposals and reports for all federal grants and state contracts
- Provided evaluation from an evidence-based intervention perspective

July 2006-November 2008

*Home-Based Family Therapist - Child & Family Services of NH, Manchester, NH*

- Provided court-ordered family counseling services and case management to families involved with the juvenile justice system or child protective services
- Advocated for youth and families in the educational system, court setting, and within community services
- Provided referrals for relevant community services when appropriate
- Developed and implemented client-centered treatment plans to address youth and family functioning and maintained on-going documentation to measure progress

*Recent trainings & certifications, transcripts, job reviews, and references available upon request.*

September 2005 – May 2006

*Masters Level Counseling Intern* – New England College Counseling Center, Henniker, NH

- Provided individual office-based counseling services to New England College students with an average caseload of ten
- Provided psycho-educational groups for students who committed a substance use offense on campus
- Developed and taught semester long elective class focused on health and wellness – composing course description and syllabus, and instructing 15 students.

August 2005-July 2006

*Residential Counselor* - Wediko Children's Services, Windsor, NH

- Provided strength-based emotional support and informal counseling to youth ages 7-18 who resided within the residential setting
- Provided education, role modeling, and individual support to each child to increase positive decision-making and healthy choices
- Worked with youth to de-escalate crisis situations and process emotional triggers
- Guided youth to participate in the program and work on treatment goals

November 2004-June 2005

*Facilitator of Drug & Alcohol Support Group* -Youth Services, Hillsboro, NH

- Develop and implement support group with local teens
- Assessment of participants for entrance into support group
- Facilitation of weekly support group
- Supervised teen leaders
- Coordinated referrals for participants in need of after-care treatment

July 2003-June 2005

*Out-of-School Suspension Coordinator* - Hillsboro-Deering Schools, Hillsboro, NH

- Managed the day-to-day operations of alternative suspension program for middle and high school students
- Developed and articulated meaningful community service projects for suspended students grades 6-12
- Supervised participation in community service projects
- Provided monitoring, rating, and recording of student behavior while in OSS program
- Supervised 5 college interns
- Provided group counseling for suspended students
- Facilitated follow-up meetings with students and coordinated referrals for continued supports when necessary

September 2002-May 2003

*Intensive Home-based Case Manager* - Gateway Healthcare, Community Counseling Center, Pawtucket, RI

- Provided wrap-around case management services to adults and children with a history of frequent psychiatric hospitalizations
- Coordinated services received by these individuals to ensure services focused on decreasing symptoms of diagnosed mental illnesses

*Recent trainings & certifications, transcripts, job reviews, and references available upon request.*



Erin J. Kelly

- Developed and implemented individual treatment plans
- Assessed client's needs, performed research relevant to best practice strategies for service needs, and worked with clients to incorporate services that accomplished goals
- Maintained clear and concise documentation of client's progress

May 2002-August 2002

*Relief Youth Care Worker* - Rumford Group Home, Inc., Roy House, Dixfield, ME

- Provided direct care of sexual reactive males ages 7-12 who resided in residential setting
- Built therapeutic, healthy, and professional relationships with the males in the program
- Role-modeled appropriate and healthy hygiene, interactions, touch, and coping strategies
- Guided youth to participate in program and work on individual treatment goals

May 2001-August 2002

*Crisis Stabilization Youth Worker* - Rumford Group Home, Inc.

Turner Family Support center, Turner, ME

- Provided direct care of youth ages 5-17 residing in short-term, crisis residential facility
- Screened referrals for participation in the program
- Provided strength-based emotional support and informal counseling to youth ages 5-17
- Performed clear and concise documentation of observed behaviors, medications administered, eating and sleeping patterns, strengths, skills, and the progress of each youth on a daily basis
- Developed and implemented individual treatment plans for youth in the program

*Recent trainings & certifications, transcripts, job reviews, and references available upon request.*

## **COLLEEN M. IVES**

2605 Elm Street • Manchester, New Hampshire 03104  
(603) 630-8239 • [cives2605@gmail.com](mailto:cives2605@gmail.com)

### **CHIEF OPERATING OFFICER**

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

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### **PROFESSIONAL EXPERIENCE**

#### **WAYPOINT, Manchester, NH • 2018-Present**

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

##### **Chief Operating Officer**

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

#### **ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017**

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

##### **Vice President, Operations & Quality Control**

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

#### **IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016**

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

##### **Principal**

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
  - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

**CAREER NOTE:** Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

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**GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005**

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

**Acting Executive Director & Chief Operating Officer**

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

**NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000**

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

**Statewide Director**

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

**EDUCATION**

**Doctorate in Human and Organizational Systems**

**Master of Arts in Human Development**

Fielding Graduate University, Santa Barbara, California

**Master of Arts/CAGS in Rehabilitation Counseling**

**Bachelor of Arts in Psychology and Philosophy**

Assumption College, Worcester, Massachusetts

## Waypoint

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$185,411	0	0
Colleen Ives	COO	\$108,139	0	0
Tony Cheek	CFO	\$103,355	0	0
Melissa Hugener	Program Director	\$67,808	5%	\$3,390