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

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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

April 2, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Retroactive** amendment to an existing contract and exercise a renewal option with Southeastern Regional Educational Service Center (Vendor #154866-B001), 165 South River Road, Suite F, Bedford, NH 03110, to continue providing Feeding and Swallowing Consultation Services for Children with Special Health Care Needs by increasing the price limitation by \$306,250 from \$368,230 to \$674,480 and by extending the completion date from March 31, 2020 to June 30, 2021, effective upon Governor and Executive Council approval. 25% Federal Funds, 75% General Funds.

The agreement was originally approved by the Governor and Executive Council on March 21, 2018 (Item #7B).

Funds are available in the following account for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-093-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	562-500912	CSHCN Assistance	93001000	\$46,029	\$0	\$46,029
2019	562-500912	CSHCN Assistance	93001000	\$184,115	\$0	\$184,115
2020	562-500912	CSHCN Assistance	93001000	\$138,086	\$61,250	\$199,336
2021	562-500912	CSHCN Assistance	93001000	\$0	\$245,000	\$245,000
			Total	\$368,230	\$306,250	\$674,480

EXPLANATION

This request is **Retroactive** because this item was previously submitted and the Department was

requested to reassess the contract duration due to the COVID-19 Emergency. The Department is resubmitting with shorter contract duration of fifteen (15) months. The purpose of this request is to continue to address the needs of children and youth with special healthcare needs who have conditions that require specialty feeding and swallowing consultation services.

Approximately 1,250 individuals will be served from March 31, 2020 through June 30, 2021.

The original agreement, included language in Exhibit C-1 Revisions to General Provisions that allows the Department to renew the contract for up to twenty-four (24) months, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for fifteen (15) months of the twenty-four (24) at this time.

The Feeding and Swallowing program provides home and community assessments, intervention recommendations, and ongoing monitoring of the growth and health status of children. The program also provides competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including but not limited to, Part C Early Intervention programs, child care providers and school-based personnel.

Southeastern Regional Educational Service Center has demonstrated success through its network of seven (7) feeding and swallowing providers who served 1,124 children in all ten (10) New Hampshire counties. Through this network of specialists, 1,681 visits were conducted and 367 swallow studies were completed. Biennial client-family satisfaction surveys for SFY 2018 indicated that 90% of families were satisfied with the services.

Southeastern Regional Educational Service Center reports that the number of children in need of services continues to increase, as does the acuity of their conditions and the social complexity of their families; often as result of substance misuse. This amendment will provide funding to support this growing need for specialty feeding and swallowing consultation.

The Department will monitor the effectiveness of contract services through the following performance measures:

- 90% of parents or guardians who respond to a Family Satisfaction Survey report satisfaction.
- 100% of CYSHCN served will have individual treatment plans developed.
- 100% of feeding and swallowing services provided shall be billed to private insurance company, a managed care organization (MCO), or New Hampshire Medicaid, as is applicable.
- 100% of client visit records shall include documentation of progress towards outcome measures.
- 100% of swallow studies conducted will be analyzed and consultation to families of CYSHSN will be provided.
- 100% of all CYSHSN served will be provided necessary medical management and accommodations that allow for safe eating and drinking at home, day care, and school.

Should the Governor and Executive Council not authorize this request, families and caregivers of up to 1,340 children may not receive consultations and follow up visits that assist families to effectively manage their children's feeding and swallowing concerns.

Area served: Statewide

Source of Funds: 25% Federal Funds from United States Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant and 75% General Funds. CFDA

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

#93.994 / FAIN #B09SM010035. 75% General Funds.

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 "Lori A. Shibinette". The signature is fluid and cursive, with the first name "Lori" being particularly prominent.

Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs Contract**

This 1st Amendment to the Feeding and Swallowing Network for Children and Youth with Special Health Care needs contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern Regional Educational Service Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 165 South River Road, Suite F, Bedford, NH 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 21, 2018, (Item #7B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$674,480.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1, Paragraph 2.1.3, to read:
2.1.3. Collaborates with other agencies.
6. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1, Paragraph 2.1.5, to read:
2.1.5. Maintains the FSN network, including, but not limited to:
 - 2.1.5.1. Pediatric feeding and swallowing providers
 - 2.1.5.2. Program Manager.
 - 2.1.5.3. Program Assistant.

Handwritten initials "AA" in black ink.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs**



7. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.8, to read:
 - 2.8. The Contractor shall provide services at locations throughout the State, which shall include, but are not limited to:
 - 2.8.1. Whole Village Family Resource Center in Plymouth;
 - 2.8.2. Family Resource Center in Laconia;
 - 2.8.3. Androscoggin Valley Hospital in Berlin;
 - 2.8.4. Gorham Learning Center in Gorham;
 - 2.8.5. Cedarcrest Center in Keene;
 - 2.8.6. Richie McFarland Children's Center in Stratham; and
 - 2.8.7. Community Partners of Strafford County in Rochester.
8. Modify Exhibit A, Scope of Services, Section 2, by adding Subsection 2.9, to read:
 - 2.9 The Contractor shall ensure that consultation services for CYSHCN are community-based and shall include, but are not limited to:
 - 2.9.1 Assessment and planning for safe feeding plans;
 - 2.9.2 Management of feeding tubes; and
 - 2.9.3 Aspiration management.
9. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2 by adding Paragraph 4.2.7, to read:
 - 4.2.7. A corrective action plan for any performance measures identified in Section 7 that was not achieved.
10. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.3, to read:
 - 4.3. The Contractor shall ensure that all applicable data is entered into the SMS Database system with ten (10) days of the CYSHCN, family, or guardian's contact with FSS. Additional information may be requested by the Department at any time during the contract period.
11. Modify Exhibit A, Scope of Services, Section 5, Billing and Sustainability, to read:
 5. **Billing and Sustainability**
 - 5.1. The Contractor shall coordinate a system integrating public and private funding to sustain the availability of specialized feeding and swallowing services to CYSHCN throughout the State.
 - 5.2. Develop and maintain relationships with third-party insurance payers and public health funders.
 - 5.3. Develop a system to negotiate and secure reimbursements for feeding and swallowing services that shall include, but not be limited to:
 - 5.3.1. Serve as the paymaster for the established network of community-based providers' fee-for-service and training activities; and
 - 5.3.2. Investigate, correct and resubmit denied claims as appropriate.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs**



12. Modify Exhibit A, Scope of Services, Section 7, Performance Measures, to read:

7. Performance Measures

- 7.1. The Contractor shall ensure the following performance indicators are annually achieved and or monitored monthly to measure the effectiveness of the contract:
 - 7.1.1. Ninety (90) percent of parents or guardians who respond to a bi-annual Department distributed Family Satisfaction Survey must report satisfaction with FSN services.
 - 7.1.2. 100% of CYSHCN served will have individual treatment plans developed.
 - 7.1.3. 100% of feeding and swallowing services provided shall be billed to private insurance company, a managed care organization (MCO), or New Hampshire Medicaid, as is applicable.
 - 7.1.4. 100% of client visit records shall include documentation of progress towards outcome measures.
 - 7.1.5. 100% of swallow studies conducted will be analyzed and consultation to families of CYSHSN will be provided as appropriate.
 - 7.1.6. 100% of all CYSHSN served will be provided necessary medical management and accommodations that allow for safe eating and drinking at home, day care, and school.

13. Modify Exhibit A, Scope of Services, Section 8, Deliverables, to read:

8. Deliverables

- 8.1. A network of feeding and swallowing providers numbering no less than six (6) will visit clients in all ten (10) New Hampshire counties.
- 8.2. A minimum of 1,100 visits will be conducted by feeding and swallowing providers during each twelve (12) month period of the contract.
- 8.3. A minimum of 100 swallow studies will be completed.

14. Modify Exhibit B, Methods and Conditions Precedent to Payment Section 4, Subsection 4.4, to read:

- 4. 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:

Family Centered Services Program Specialist
Department of Health and Human Services
Division of Long Term Supports and Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

15. Modify Exhibit B, Methods and Conditions Precedent to Payment by adding Section 7, to read:

- 7. 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

Handwritten initials, possibly "AA", written in black ink.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs**



said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Add Exhibit B-4 Amendment #1 through Exhibit B-5 Amendment #1.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs**



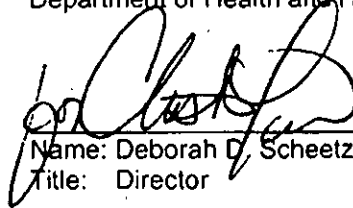
17.

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/6/2020
Date


Name: Deborah D. Scheetz
Title: Director

Southeastern Regional Educational Service Center, Inc.

4/2/2020
Date


Name: Paul Habert
Title: Executive Director

New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for
Children and Youth with Special Health Care Needs



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

OFFICE OF THE ATTORNEY GENERAL

4-6-2020
Date

Joseph Ramsey for J. Christopher Marshall
Name: *J. Christopher Marshall* Marshall
Title: *Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B - 4 Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs
(Name of RFP)

Budget Period: April 1, 2020 thru June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 40,135.00	\$ -	\$ 40,135.00	\$ 13,172.00	\$ -	\$ 13,172.00	\$ 26,963.00	\$ -	\$ 26,963.00	\$ 26,263.00
2. Employee Benefits	\$ 8,429.00	\$ -	\$ 8,429.00	\$ 2,766.00	\$ -	\$ 2,766.00	\$ 5,663.00	\$ -	\$ 5,663.00	\$ 5,663.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
9. Software	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Materials/Consumables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Vets and Travel	\$ 20,462.00	\$ -	\$ 20,462.00	\$ -	\$ -	\$ -	\$ 20,462.00	\$ -	\$ 20,462.00	\$ 20,462.00
Community Outreach	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (Business and Training)	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00
Cultural/Linguistic Support	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Fees (5% RFP)	\$ -	\$ 6,032.00	\$ 6,032.00	\$ -	\$ 1,515.00	\$ 1,515.00	\$ -	\$ -	\$ -	\$ 4,517.00
TOTAL	\$ 73,851.00	\$ 6,032.00	\$ 81,703.00	\$ 18,938.00	\$ 1,515.00	\$ 20,453.00	\$ 56,713.00	\$ 4,537.00	\$ 61,250.00	\$ 61,250.00

Indirect As A Percent of Direct

Southeastern Regional Education Services Center, Inc.

HFP-2018-BDS-08-FEEDI-01-A01

Exhibit B-4 Amendment #1

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Contractor's Initials

Date 2/12/20

Exhibit B - 5 Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs
Phase #1 of 13

Budget Period: July 1, 2020 thru June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match		Funded by DHHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 160,541.00		\$ 160,541.00	\$ 52,683.00		\$ 52,683.00	\$ 107,853.00		\$ 107,853.00
2. Employee Benefits	\$ 33,714.00		\$ 33,714.00	\$ 11,065.00		\$ 11,065.00	\$ 22,649.00		\$ 22,649.00
3. Consultants									
4. Equipment									
Rent									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Other	\$ 1,000.00		\$ 1,000.00				\$ 1,000.00		\$ 1,000.00
6. Travel	\$ 2,000.00		\$ 2,000.00				\$ 2,000.00		\$ 2,000.00
7. Occupancy	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00		\$ 12,000.00			
8. Current Expenses									
Telephone	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Postage	\$ 800.00		\$ 800.00				\$ 800.00		\$ 800.00
Subscriptions									
Audit and Legal									
Insurance									
Hazard Expenses									
9. Software	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
10. Meetings/Conferences									
11. Staff Education and Training									
12. Subcontract/Agreements									
13. Other (specify details mandatory)									
Patient Visits and Travel	\$ 64,050.00		\$ 64,050.00				\$ 64,050.00		\$ 64,050.00
Community Outreach	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Provider Education and Training	\$ 4,200.00		\$ 4,200.00				\$ 4,200.00		\$ 4,200.00
Cultural/Literature Support	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Administrative Expenses		\$ 24,200.00	\$ 24,200.00		\$ 6,050.00	\$ 6,050.00		\$ 18,149.99	\$ 18,149.99
TOTAL	\$ 302,605.00	\$ 24,200.00	\$ 326,805.00	\$ 73,753.00	\$ 6,050.00	\$ 79,803.00	\$ 246,999.00	\$ 18,149.99	\$ 245,888.99

Indirect As A Percent of Direct

4.0%

4.0%

0.0%

State of New Hampshire

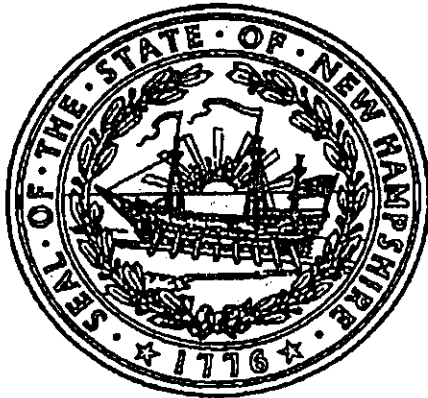
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 06, 1974. 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: 64995

Certificate Number: 0004827290



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Charles P. Littlefield, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southeastern Regional Education Service Center (SRESC)
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 12, 2020 at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 2/12/2020

[Signature]
Signature of Elected Officer
Name:
Title:

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 12th day of Feb., 2020.

By [Signature]
(Name of Elected Clerk/Secretary/Officer of the Agency)

Linda T. LaFleur
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LINDA T. LAFLEUR
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 31, 2024
Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2020

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

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

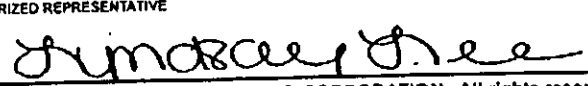
PRODUCER Optisure Risk Partners 40 Stark Street Manchester NH 03101	CONTACT NAME: Lyndsay Lee PHONE (A/C No. Ext): (833)444-OPTI E-MAIL ADDRESS: lyndsay.lee@optisure.com FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Southeastern Regional Educational Service Center, Inc 185 South River Road, Suite F Bedford NH 03110	

COVERAGES **CERTIFICATE NUMBER:** CL197907933 **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	ADOL	SUBR	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:			ZBV 9626777	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Inc
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZBV 9626777	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV9636434	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
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	WHV9620856	07/01/2019	07/01/2020	<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	Educators Legal			ZBV 9626777	07/01/2019	07/01/2020	Occurrence 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 NH Department of Health and Human Services 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 

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"Inspiring innovation and excellence in education and professional practice."

Working in today's educational environment is complicated and demanding. At SERESC we are dedicated to responding proactively to the day to day challenges faced by educational communities. SERESC offers a continuum of high quality services ranging from offering onsite consultation and technical assistance, instructional coaching, direct services to children, youth and families and the design of customized on-site professional development. For more than 40 years SERESC has been known as a trusted partner working throughout New Hampshire driving significant school improvement, providing high quality services and offering support to thousands of educators, children, youth and their families.

No matter what the challenge, SERESC has a solution. Our staff and consultants are inspirational and practical, equipped with experience and expertise, focused on impact and grounded in the latest research. Our programs and services are built upon the latest thinking in the field, evidence of what works and proven strategies. Most importantly SERESC is deeply connected to the changing educational landscape of New Hampshire and the future of its youth.

Each year SERESC works with hundreds of school districts, children, youth, families, government agencies, colleges and universities, nonprofits, and businesses to find innovative solutions to varied and unique challenges. Let SERESC put our unparalleled consultation, technical assistance and services to work for you.

- Administration
- SERESC Board of Directors
- Staff Directory
- Business Office
- Career Opportunities

Southeastern Regional Education Service Center, Inc. (SERESC)
165 South River Road, Unit F, Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-218-6045
HIPAA Compliant Fax: 603-206-2588

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Driving Directions

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**SOUTHEASTERN REGIONAL EDUCATION
SERVICE CENTER, INC.**

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc. (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Southeastern Regional Education Service Center, Inc. as of June 30, 2017, and the changes in its 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 the Organization's fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 9, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited 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 financial statements as a whole. The Schedule of Functional Expenses 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 financial statements. The information has been subjected to the auditing procedures applied in the audit 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.

Melanson Heath

August 28, 2019

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Financial Position
June 30, 2017
(with comparative totals as of June 30, 2016)

ASSETS	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Current Assets:				
Cash and cash equivalents	\$ 228,368	\$ 131,865	\$ 360,233	\$ 148,414
Restricted cash - bond escrow	172,904	-	172,904	175,319
Receivables	836,383	-	836,383	879,544
Prepaid expenses	26,087	-	26,087	10,971
Total Current Assets	<u>1,263,742</u>	<u>131,865</u>	<u>1,395,607</u>	<u>1,214,248</u>
Property and Equipment, Net	<u>3,504,833</u>	<u>-</u>	<u>3,504,833</u>	<u>2,463,726</u>
TOTAL ASSETS	<u>\$ 4,768,575</u>	<u>\$ 131,865</u>	<u>\$ 4,900,440</u>	<u>\$ 3,677,974</u>
 LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 486,578	\$ -	\$ 486,578	\$ 292,560
Accrued expenses	16,779	-	16,779	55,394
Other liabilities	-	-	-	17,727
Deferred revenue	70,915	-	70,915	28,589
Line of credit	300,000	-	300,000	75,000
Current portion of long term debt	115,000	-	115,000	235,000
Total Current Liabilities	<u>989,272</u>	<u>-</u>	<u>989,272</u>	<u>704,270</u>
Long-term Debt, Net of Current Portion	<u>3,640,000</u>	<u>-</u>	<u>3,640,000</u>	<u>3,755,000</u>
Total Liabilities	<u>4,629,272</u>	<u>-</u>	<u>4,629,272</u>	<u>4,459,270</u>
Net Assets:				
Unrestricted	63,963	-	63,963	(979,650)
Board designated	75,340	-	75,340	49,940
Temporarily restricted	-	131,865	131,865	148,414
Total Net Assets	<u>139,303</u>	<u>131,865</u>	<u>271,168</u>	<u>(781,296)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,768,575</u>	<u>\$ 131,865</u>	<u>\$ 4,900,440</u>	<u>\$ 3,677,974</u>

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Activities
For the Year Ended June 30, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Support and Revenue:				
Support:				
Federal, State, and local grants	\$ 767,533	\$ -	\$ 767,533	\$ 812,155
Other grants	-	25,000	25,000	193,993
Contributions	7,190	19,676	26,866	70,208
Revenue:				
Consulting revenue	4,137,468	-	4,137,468	3,961,491
Membership revenue	47,235	-	47,235	75,109
Other services	1,824,273	-	1,824,273	2,067,179
Investment income:				
Interest income	539	4	543	79
Net assets released from restriction	<u>61,229</u>	<u>(61,229)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	6,845,467	(16,549)	6,828,918	7,180,214
Expenses:				
Program services	6,159,573	-	6,159,573	6,356,845
Management and general	<u>846,881</u>	<u>-</u>	<u>846,881</u>	<u>837,319</u>
Total Expenses	<u>7,006,454</u>	<u>-</u>	<u>7,006,454</u>	<u>7,194,164</u>
Change in net assets before impairment gain/(loss)	(160,987)	(16,549)	(177,536)	(13,950)
Impairment gain/(loss) (see Note 3)	<u>1,230,000</u>	<u>-</u>	<u>1,230,000</u>	<u>(3,505,982)</u>
Change in net assets	1,069,013	(16,549)	1,052,464	(3,519,932)
Net Assets (deficit), Beginning of Year	<u>(929,710)</u>	<u>148,414</u>	<u>(781,296)</u>	<u>2,738,636</u>
Net Assets (deficit), End of Year	<u>\$ 139,303</u>	<u>\$ 131,865</u>	<u>\$ 271,168</u>	<u>\$ (781,296)</u>

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Statement of Cash Flows
For the Year Ended June 30, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets before impairment loss	\$ (177,536)	\$ (13,950)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	189,614	232,754
Loss on sale of equipment	-	4,161
(Increase) decrease in:		
Receivables	43,161	(133,413)
Prepaid expenses	(15,116)	(2,198)
Increase (decrease) in:		
Accounts payable	194,018	34,636
Accrued expenses	(38,615)	(9,677)
Other liabilities	(17,727)	(906)
Deferred revenue	<u>42,326</u>	<u>3,056</u>
Net Cash From Operating Activities	220,125	114,463
Cash Flows From Investing Activities:		
Purchase of fixed assets	<u>(721)</u>	<u>(10,007)</u>
Net Cash Used by Investing Activities	<u>(721)</u>	<u>(10,007)</u>
Cash Flows From Financing Activities:		
Line of credit proceeds	225,000	75,000
Principal payments of long term debt	<u>(235,000)</u>	<u>(225,000)</u>
Net Cash Used by Financing Activities	<u>(10,000)</u>	<u>(150,000)</u>
Net Change in Cash, Cash Equivalents and Restricted Cash	209,404	(45,544)
Cash, Cash Equivalents, and Restricted Cash, Beginning	<u>323,733</u>	<u>369,277</u>
Cash, Cash Equivalents, and Restricted Cash, Ending	<u>\$ 533,137</u>	<u>\$ 323,733</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 134,706</u>	<u>\$ 156,779</u>

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Notes to the Financial Statements

1. Organization

Southeastern Regional Education Service Center, Inc. (the Organization) was formed in 1974 when fourteen New Hampshire school districts pooled their resources to support special education students being mainstreamed into public schools for the first time. The Organization's main focus areas include:

- Education services to school districts and educators throughout New Hampshire.
- Professional development center with ten conference rooms, each with state of the art technology and audiovisual equipment, and full catering services available.
- A vision services program within the Organization supports school districts in meeting the unique needs of students who have a vision impairment, including students with additional disabilities. Services offered include assessments, instruction, and consultation.

The Organization was created as, and remains, a nonprofit entity managed by a Board of Directors comprised of school board members and superintendents of schools. As an educational consortium, the Organization has both a regional and statewide focus in order to serve all educational communities. The Organization is known for piloting innovative practices and creativity, technological sophistication, and professional development that contributes to accountability, improved student learning, and excellence in the teaching profession.

2. Summary of Significant Accounting Policies

Comparative Financial Information

The accompanying 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 financial statements for the year ended June 30, 2016, 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.

Receivables

Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2017, no allowance has been recorded as management believes receivables to be fully collectible.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	40 years
Furniture, fixtures, and equipment	5 – 10 years

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. At June 30, 2017, an impairment gain was recorded to partially reverse the impairment loss recorded in fiscal year 2016. The recorded gain was based on the subsequent disposal of the impaired asset (see Note 3).

Net Assets

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

Unrestricted Net Assets – Net assets available for use in general operations. Unrestricted board-designated net assets consist of net assets designated by the Board of Directors for specific purposes.

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

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently but permit expending of the income generated in accordance with the provisions of the agreements.

At June 30, 2017, the Organization did not have any permanently restricted net assets.

Revenue and Revenue Recognition

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

Accounting for Contributions

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

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under Generally Accepted Accounting Principles have not been satisfied.

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

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Schedule 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.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Tax Status

Southeast Regional Education Service Center, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2017, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Use of Estimates

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

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 receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

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

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

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

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

When available, the 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 many of the 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 financial statements are:

- Initial measurement of noncash gifts.
- Recurring measurement of line of credit (Note 4).
- Recurring measurement of long-term debt (Note 5).

The carrying amounts of cash and cash equivalents, receivables, accounts payable, accrued expenses, other liabilities, deferred revenue, and line of credit approximate fair value due to the short-term nature of the items.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

3. Property, Equipment, and Depreciation

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

	<u>2017</u>	<u>2016</u>
Land and land improvements	\$ 241,955	\$ 241,955
Buildings and improvements*	3,298,045	2,161,945
Furniture, fixtures, and equipment	<u>1,384,808</u>	<u>1,384,087</u>
Subtotal	4,924,808	3,787,987
Less: accumulated depreciation	<u>(1,419,975)</u>	<u>(1,324,261)</u>
Total	<u>\$ 3,504,833</u>	<u>\$ 2,463,726</u>

Depreciation expense for the year ended June 30, 2017 totaled \$189,614.

*As a result of the sale of the building subsequent to year end, the Organization recorded an impairment gain of \$1,230,000 in fiscal year 2017 to partially reverse the impairment loss that was recorded in fiscal year 2016.

4. Line of Credit

The Organization has available a revolving line of credit with a bank in the amount of \$300,000. The outstanding balance on this line at June 30, 2017 was \$300,000. This line expires on October 1, 2017, is payable on demand, is secured by real property, and requires monthly interest only payments calculated on the outstanding balance from the previous month. Interest is variable, based on Wall Street Prime adjusted daily. Said rate is subject to a floor of 4.00%. The current rate at June 30, 2017 was 5.50%.

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurement in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. The Organization's line of credit is categorized as Level 2 in the fair value hierarchy.

5. Long-term Debt

Long-term debt as of June 30, 2017 consisted of the following:

Bond payable due in varying monthly installments and interest at 2.8% due semiannually, paid by the Organization on a monthly basis, payable over 30 years, and secured by a letter of credit.	\$ <u>3,755,000</u>
Total*	3,755,000
Less amount due within one year	<u>(115,000)</u>
Long-term debt, net of current portion	\$ <u><u>3,640,000</u></u>

*Subsequent to year end, the bond was paid in full.

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2018	\$ 115,000
2019	120,000
2020	125,000
2021	130,000
2022	140,000
Thereafter	<u>3,125,000</u>
	\$ <u><u>3,755,000</u></u>

On December 29, 2011, the Organization and the purchaser of the bond agreed to a new multi-annual rate agreement under which the bond was subject mandatory remarketing on October 31, 2016. The Organization is subject to financial covenants that require the maintenance of minimum and maximum liquidity ratio, debt service coverage ratio and debt to tangible net worth ratio. These financial covenants are effective if the bond is no longer secured by a letter of credit. In fiscal year 2017, the bond was secured by a letter of credit, making the financial covenants inapplicable.

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurement in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. The Organization's long-term debt is categorized as Level 2 in the fair value hierarchy

6. Board Designated Net Assets

Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the NH Bureau of Special Medical Services have been expended.

7. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2017:

Handicap Fund	\$ 19,676
New Hampshire Charitable Foundation Grant	36
Preschool Technical Assistance Network - District Funds	50,727
Preschool Technical Assistance Network - Private Grants	56,580
Scholarship Fund	<u>4,846</u>
Temporarily restricted net assets	<u>\$ 131,865</u>

8. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

9. Defined Contribution Benefit Plan

The Organization sponsors a defined contribution plan (the Plan) covering all employees age 18 and over, with at least one consecutive year of service who agree to make contributions to the Plan. The Organization has the option of making a discretionary matching contribution. No matching contributions were made by the Organization for the year ended June 30, 2017.

10. Related Party Transactions

The Organization's Board of Directors is comprised of superintendents and school board representatives from member New Hampshire school districts. The Organization provides a significant amount of services to several of these entities.

11. Concentrations of Risk

A material part of the Organization's revenue is derived from services provided to member districts and the New Hampshire Department of Health and Human Services, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2017, Merrimack School District (SAU 26), the New Hampshire Department of Health and Human Services, and Bedford School District (SAU 25) accounted for 17%, 8%, and 6% of the Organization's program service revenue, respectively.

Additionally, Merrimack School District and the New Hampshire Department of Health and Human Services accounted for 16% and 22% of the Organization's accounts receivable, respectively.

12. Supplemental Disclosure of Cash Flow Information

In fiscal year 2016, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year to include restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Statement of Financial Positions that sum to the total of the same such amounts shown in the Statement of Cash Flows.

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 360,233	\$ 148,414
Restricted cash	<u>172,904</u>	<u>175,319</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 533,137</u>	<u>\$ 323,733</u>

13. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2017 through August 28, 2019, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On October 2, 2017, the Organization completed the sale of the property located at 29 Commerce Drive in Bedford, NH. As part of the sale of this property, the Series 2006 Bonds were redeemed, leaving a balance of \$308,695 on a Letter of Credit to People's United Bank.

On December 31, 2017, the Organization discontinued the operations of the Conference and Event Center and completed its relocation to leased office space in Bedford, NH.

In June 2018, the Organization adopted a new set of by-laws and ceased operating as a membership organization. The by-laws now call for a Board of Directors consisting of between seven and eleven directors, with term limits and a process for the existing Board to elect new directors.

On July 17, 2018, the Organization completed a sale of property located on Brentwood Drive in Merrimack, NH. After the sale of the Brentwood Drive property, the Organization fully satisfied the amounts due to People's United Bank on the Letter of Credit.

On October 22, 2018, the Organization converted the remaining balance of \$264,442 on a Line of Credit due to People's United Bank to a 60 Month Term Loan with People's at a rate of 6.25%.

Since the relocation of the business from Commerce Drive, and the discontinuation of the Conference and Event Center operations, the Organization has generated total support and revenue in excess of its total expenses, and has adopted a business plan that management and the governing body believe will continue to generate increases in the Organization's net assets.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

Schedule of Functional Expenses
For the Year Ended June 30, 2017
(with comparative totals for the year ended June 30, 2016)

	<u>Program Services</u>	<u>Management and General</u>	<u>2017 Total</u>	<u>2016 Total</u>
Personnel expense:				
Salaries and wages	\$ 2,602,928	\$ 354,447	\$ 2,957,375	\$ 3,244,698
Employee benefits	373,594	79,988	453,582	507,227
Payroll taxes	188,615	26,481	215,096	241,853
Advertising	4,590	518	5,108	11,629
Catering	89,073	-	89,073	178,660
Conferences, conventions and meetings	105,780	30,781	136,561	157,901
Contract services	2,135,131	160,040	2,295,171	1,857,792
Depreciation	184,220	5,394	189,614	232,754
Fees and service charges	1,412	31,900	33,312	-
Insurance	-	30,352	30,352	26,976
Interest	130,875	3,831	134,706	155,535
Miscellaneous	-	8,888	8,888	24,419
Occupancy	181,895	64,118	246,013	273,460
Office expense	36,128	33,257	69,385	140,519
Professional fees	-	15,838	15,838	17,420
Travel	<u>125,332</u>	<u>1,048</u>	<u>126,380</u>	<u>123,322</u>
 Total Functional Expenses	 <u>\$ 6,159,573</u>	 <u>\$ 846,881</u>	 <u>\$ 7,006,454</u>	 <u>\$ 7,194,165</u>

See Independent Auditors' Report.



SERESC

Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-218-6045
www.seresc.net

PAUL HEBERT
Executive Director

SERESC Board of Directors 2020

Andy Schneider, Chair
Eric McGee, Vice Chair
Charles Littlefield, Secretary
Richard Ayers
Marge Polack
Kim Royer

Mission Statement: Inspiring Innovation and Excellence In Education and Professional Practice.

M. ALICIA GARCIA

OBJECTIVE

To obtain a position with a competitive, growth-oriented company where my abilities to initiate action, organize and effectively communicate will result in excellent quality and meaningful service.

SUMMARY

A successful professional with over twenty years of experience in the healthcare industry providing administrative support with the ability to work independently in an energetic, fast-paced environment. Excellent communication and organizational skills with the ability to completely follow-through on multiple tasks results in an efficiently run organization and a high level of client satisfaction.

PROFESSIONAL EXPERIENCE

Clinical Services Coordinator, SERESC, Bedford, NH

October 2016-Present

- Provide direct support to the Consulting School Psychologist/BCBA Lead
- Provide direct support to the Consulting School Psychologists
- Provide direct support to the Medical-Educational Therapeutic Evaluation Team
- ASHA Continuing Education Administrator
- Additionally, please see job description below

Project Assistant/Feeding & Swallowing, SERESC, Bedford, NH

November 2011-Present

- Maintain database of incoming referrals & review with supervisor for assignment
- Electronically store & confidentially maintain patient medical records
- Efficiently respond to medical records requests & alert appropriate provider of such
- Credential feeding & swallowing providers with insurance companies
- Ensure insurance referrals and authorizations are obtained for maximum reimbursement
- Collect billing data from providers to ensure proper claim submission and reduce claim denials
- Submit private insurance & Medicaid claims in a timely fashion and with appropriate modifier codes
- Track & post all insurance reimbursements; pursue unpaid claims to ensure maximum reimbursement
- Ensure monthly reports received by feeding & swallowing providers
- Track provider invoices & encounter data from providers to ensure complete information received
- Track financial data to include usage of patient service funds, office supplies & other expenses
- Provide direct support to Program Director & clinical service feeding & swallowing providers

Excellent work attendance

Office Manager, Aragona Chiropractic, Manchester, NH

July 2015-October 2016

- Oversee all clerical and support staff to ensure maximum office productivity
- Ensure insurance referrals and authorizations are obtained for maximum reimbursement
- Ensure submission of private insurance & Medicare claims are performed in a timely fashion
- Track & post all insurance reimbursements; pursue unpaid claims to ensure maximum reimbursement
- Track & post all patient payments; pursue delinquent accounts
- Complete month-end activities for monthly financial reconciliation
- Establish in-office policies and procedures when necessary

Excellent work attendance

Perform quality assurance checks

M. ALICIA GARCIA

EDUCATION

Associate in Business Science, Hesser College, Manchester, NH
President's List

COMPUTER SKILLS

Proficient in Medisense, Emdeon billing system, Office Ally billing system, Microsoft Office applications including Microsoft Word, Microsoft Works, Microsoft Excel, Outlook as well as Windows. Type 89 WPM, excellent at 10-key calculator.
Achieve new computer skills easily.

PROFESSIONAL DEVELOPMENT

Understanding the New Therapy Evaluation CPT Codes, Gawenda Seminars & Consulting

Managing Effective Meetings, Courses for Success

Business Writing, Courses for Success

Get in Shape for the ICD-10 Challenge, Gawenda Seminars & Consulting

Payer Contracting, Pricing & Payment Trends, Gawenda Seminars & Consulting

The Angry Smile, SERESC

LANGUAGES SPOKEN

Spanish, Intermediate Level

VOLUNTEER WORK

<i>School for Worship, Dance, Hooksett, NH</i> Front Desk Attendant	<i>2016-Present</i>
<i>Weare Christian Church, Weare, NH</i> Nursery Care Provider Volunteer	<i>2012-2018</i>
<i>SERESC Director of Learning Interview Committee, Bedford, NH</i> Committee Member	<i>2015</i>
<i>Mt. Zion Christian Schools, Manchester, NH</i> Parent Volunteer	<i>2013-2014</i>
<i>SERESC Executive Director Interview Committee, Bedford, NH</i> Member	<i>2012</i>
<i>Manchester Area Adoptive & Foster Parent Association, NH</i> Treasurer	<i>2008-2010</i>
<i>Sugar & Spice Preschool, Weare, NH</i> Member at Large	<i>2006-2009</i>

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<i>Manchester Area Adoptive & Foster Parent Association, NH</i> Treasurer	<i>2008-2010</i>
<i>Sugar & Spice Preschool, Weare, NH</i> Member at Large	<i>2006-2009</i>

Judith H. Mikami, MA CCC

PROFILE

Speech Language Pathologist with 37 years of clinical experience, 35 years experience as an administrator and supervisor, 7 years experience adjunct professor. Specialize in working with children with: special health care needs; feeding and swallowing disorders; autistic spectrum disorders; motor speech disorders; social-pragmatic communication disorders; sensory integration dysfunction. Regularly provide conferences, workshops, training and consultation to parents, personnel in hospitals, early intervention and public school teams, and community agencies regarding areas of specialties. Teach a semester long graduate course in Pediatric Dysphagia. Provide on-going supervision and mentoring to professionals serving infants and children with feeding and swallowing and communication disorders; also graduate students in speech language pathology. Excel at working as a member of a team to design services which result in high consumer satisfaction, and to put strategic plans into practice. Dedicated to consumer driven services, coordinated service delivery, and continual service improvement. Committed to documenting reports and creating educational materials that are friendly to a diversity of consumers. Have consistently operated financially healthy programs via accurate budgeting, optimizing third party revenue and securing grants.

Summary Of Qualifications

CLINICAL

- 37 years experience serving children with feeding and swallowing disorders, from newborn through young adulthood. Work directly with children's families, medical teams, Early Supports and Services, school teams, etc., providing evaluations, intervention and consultation.
- Have conducted and interpreted over 3500 pediatric videofluoroscopic swallow studies.
- Extensive experience with evaluating and treating children with: social-pragmatic communication disorders; complex neurological disorders; autism spectrum disorders; oral sensori-motor disorders; motor speech disorders; sensory integration disorders; hearing impairment; the sequelae of prematurity; metabolic and genetic disorders.
- Trained in the Newborn Individualized Developmental Care and Assessment Program (NIDCAP) and Infant Behavioral Assessment Scale (IBA).
- Trained in American Sign Language and Signed English.

ADMINISTRATION

- Program Manager of a state-wide Feeding and Swallowing Program which is a part of the New Hampshire Nutrition, Feeding and Swallowing Network, supported through a grant from Special Medical Services the Department of Health and Human Services.
- Has developed and managed agency, state, and federal budgets for a hospital affiliated Early Intervention Program and currently NH Department of Health and Human Services grant for the Nutrition, Feeding and Swallowing Program
- Submitted, secured and implemented private charitable, and state and federal grants.
- Conducted program development and strategic planning with staff and management.
- Designed, measured, and interpreted quality management tools including continuous service improvement (CSI) activities, consumer satisfaction surveys, and quality assurance studies.
- Created consumer information materials including brochures, resource booklets, and handbooks
- Determined, organized, and maintained program safety and emergency procedures
- Overseen program's participation in research projects.
- Addressed any consumer recommendations or concerns.

TEAM LEADERSHIP AND SUPERVISION

- Recruit, interview, and supervise speech language pathology, occupational therapy and physical therapy providers.

Judith H. Mikami, MA CCC

- Insured the completion of a competency-based comprehensive orientation for newly hired consultants and on-going competency developing.
- Extensive experience with supervising and mentoring other professionals in feeding and swallowing disorders and autistic spectrum disorders.
- Supervised a transdisciplinary team of physical, occupational and speech therapists, developmental pediatricians, social workers, and psychologists serving hospital-based early intervention program, NICU and SCN.
- Currently supervise a team of speech pathologists and occupational therapists trained to provide feeding and swallowing evaluation, swallow studies and follow-up care; also speech pathologists serving the public schools.
- Develop and regularly update job descriptions and program handbook.

TRAINING

- Adjunct professor for the University of New Hampshire Communication Sciences and Disorders. Regularly present workshops related to pediatric feeding and swallowing disorders to hospitals, school system personnel and early intervention providers in New Hampshire and surrounding states.
- Regularly provide trainings to professionals, paraprofessionals, and parents on communication issues and approaches for children with autistic spectrum disorders.
- Present at two or more conferences per year in areas of specialty.

Work Experience

<i>Jan. 2019-Jan. 2020</i>	University of Dept. of Communication Sciences and Disorders: guest lecturer	
<i>Dec. 2015-present</i>	Concord Hospital; per diem staff: pediatric videofluoroscopic swallow studies; consultation to the Pediatric Unit and Special Care Nursery.	
<i>Spring 2011-2018</i>	University of New Hampshire, Dept. of Communication Sciences and Disorders-Adjunct Professor-teach semester long, 3 credit graduate level course and 1-3 credit Independent Studies to graduate students in Pediatric Dysphagia	
<i>Feb. 1995-present</i>	Southeastern Regional Educational Service Center, Inc. Speech Language Pathologist; Program Coordinator State-wide Nutrition, Feeding and Swallowing Program	
<i>June 1986-Feb. 1995</i>	Southern New Hampshire Medical Center Early Intervention Program	<i>Director</i>
<i>Aug. 1985-June 1986</i>	Southern New Hampshire Regional Medical Center Early Intervention Program	<i>Staff SLP</i>
<i>Oct. 1984-Aug. 1985</i>	Southern New Hampshire Regional Medical Center Speech and Hearing Department	<i>Staff SLP</i>
<i>June 1983-Oct. 1984</i>	Easter Seals/Goodwill Industries of New Hampshire	<i>Staff SLP</i>

Education

<i>May 1983</i>	University of Denver Masters of Arts in Speech Language Pathology with a specialty in Educational Audiology	
<i>June 1981</i>	Columbia University Post Graduate Certification in working with deaf and hearing impaired infants and their parents	
<i>Dec. 1980</i>	Northeastern University Bachelor of Arts in Speech Language Pathology	

Professional Certifications and Affiliations

- Certificate of Clinical Competence from the American Speech and Hearing Association- Acct. # 01007137 (since 1984)
- Licensed by the State of New Hampshire Board of Speech-Language Pathology; License # 385
- Licensed by the Commonwealth of Massachusetts Division of Professional Licensure Board of Speech-Language Pathology; License # 9244
- Healthcare Provider (CPR and AED) Program-certified through February 2022

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary (annualized)	% Paid from this Contract	Amount Paid from this Contract (annualized)
Judy Mikami	Program Manager	\$91,000	59%	\$53,409
Alicia Garcia	Program Assistant / Billing Specialist	\$54,444	100%	\$54,444

7B mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES
Bureau of Developmental Services

Jeffrey A. Meyers
Commissioner

Christine Santaniello
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5023 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2018

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, Bureau of Developmental Services, to enter into an agreement with Southeastern Regional Service Center (Vendor #154866-B001), 29 Commerce Drive Bedford, NH 03110, to provide Feeding and Swallowing Consultation Services for Children with Special Health Care Needs in an amount not to exceed \$368,230, effective to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 30% Federal Funds, 70% General Funds.

Funds are available in the following account(s) for State Fiscal Year 2018 and State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, with authority to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office, if needed and justified.

05-95-90-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SERVICES, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	562-500912	CSHCN Assistance	93001000	\$ 46,029
2019	562-500912	CSHCN Assistance	93001000	\$ 184,115
2020	562-500912	CSHCN Assistance	93001000	\$ 138,086
			Total	\$ 368,230

EXPLANATION

The purpose of this request is to address the needs of children and youth from birth through age twenty-one (21), with special healthcare needs who have conditions that require specialty feeding and swallowing consultation.

The Feeding and Swallowing program provides home or community assessments, intervention recommendations, and ongoing monitoring of the growth and health status of

children. The program also provides competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including but not limited to, Part C Early Intervention programs, child care providers and school based personnel.

A Request for Proposals was posted on the Department's website from March 27, 2017 through June 21, 2017. The Department received one (1) proposal, which was evaluated by topic area experts within the Department. Southeastern Regional Service Center was selected as the winning vendor. The Summary Score Sheet is attached.

The Contractor has demonstrated experience in overseeing and participating in a Feeding & Swallowing Network and will be responsible for overseeing a network that includes but is not limited to Regional Feeding & Swallowing Specialists and Program Managers.

The Contractor will provide home and community assessments, intervention recommendations and ongoing monitoring of the growth and health status of children accepted for services by the Feeding & Swallowing Network and Special Medical Services.

The Contractor will collaborate with other community-based agencies, including but not limited to, the Comprehensive Nutrition Network for Children with Special Health Care Needs, in order to ensure coordination of care, interagency referrals and joint training and planning for shared clients.

Further, the Contractor will provide competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including but not limited to Part C Early Intervention programs, child care providers and school based personnel.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this agreement includes the option for the Department to renew contract services 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 Executive Council.

Should Governor and Executive Council not authorize this request, families and caregivers of up to 600 children may not receive consultations and follow up visits that assist them to effectively manage their children's feeding and swallowing concerns.

Area served: Statewide

Source of Funds: 30% Federal Funds from US Health and Human Services, Health Resources and Services Administration, Title V Block Grant FAIN # B04MC29353, and 70% General Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

Respectfully submitted,



Christine Santaniello
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Feeding & Swallowing Network for
Children and Youth with Special
Healthcare Needs**

RFP-2018-BDS-08-FEEDI

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	Southeastern Regional Education Service Center, Inc. (SERESC)
2.	0
3.	0
4.	0
5.	0

Pass/Fail	Maximum Points	Actual Points
	325	296
	325	0
	325	0
	325	0
	325	0

1. Deirdre Dunn, Administrator - Technical
2. Alicia Lesperance, Partners in Health Program Manager - Technical
3. Susan Moore, RN - Program Manager - Technical
4. Paula Bundy, Medical Services Technician - Cost
5. Tanja Milic, Business Administrator II - Cost
- 6.
- 7.

Subject: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs (RFP-2018-BDS-08-FEEDI)

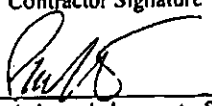
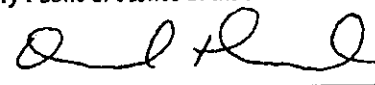
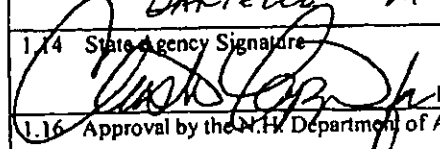
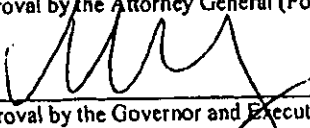
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Southeastern Regional Education Service Center, Inc.		1.4 Contractor Address 29 Commerce Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-206-6800	1.6 Account Number 05-95-93-930010-51910000-562-500912	1.7 Completion Date March 31, 2020	1.8 Price Limitation \$368,230
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PAUL HERBERT EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>3-08-2018</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]		DANIELLE M. PAUL, Notary Public State of New Hampshire My Commission Expires November 18, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace DANIELLE M PAUL, NOTARY PUBLIC			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Christine Tapan, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>3-9-18</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Meghan A. Paul Attorney 3/12/18 On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall serve children and youth, from birth through age twenty-one (21), with special health care needs (CYSHCN) who have conditions requiring specialty feeding and swallowing consultation.
- 1.4. The Contractor shall provide home or community assessments, intervention recommendations, and ongoing monitoring of the growth and health status of children accepted for services by the Feeding and Swallowing Network (FSN) and Special Medical Services (SMS).
- 1.5. The Contractor shall ensure Feeding and Swallowing Specialists (FSS) that comprise the FSN are available for consultation and technical assistance to all Department community-based coordinators and clinic coordinators.

2. Scope of Services

- 2.1. The Contractor shall ensure the Feeding and Swallowing Network (FSN) Program Manager:
 - 2.1.1. Provides the Feeding and Swallowing Specialists (FSS) with support and training including, but not limited to:
 - 2.1.1.1. On-the-job competency training.
 - 2.1.1.2. Support with scheduling, designing, analyzing and documenting swallow study reports.
 - 2.1.1.3. On-going support to problem-solve difficult clinical situations.
 - 2.1.1.4. Review and edit of provider documents.
 - 2.1.2. Develops and maintains:
 - 2.1.2.1. Educational material.
 - 2.1.2.2. Policies and procedures.
 - 2.1.2.3. Training material.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for Children and Youth
With Special Health Care Needs**



Exhibit A

- 2.1.2.4. An evaluation plan.
- 2.1.3. Collaborates with other agencies as needed.
- 2.1.4. Oversees the reporting process and reviews notes from the FSS for completeness and accuracy.
- 2.1.5. Maintains the FSN network, including, but not limited to:
- 2.1.6. Recruits, hires, and trains new FSS.
- 2.1.7. Serves as FSN in uncovered areas of the State.
- 2.1.8. Facilitates monthly meetings with the Nutrition Network Coordinator and the Intake Referral Coordinator to:
 - 2.1.8.1. Review program operations.
 - 2.1.8.2. Develop strategies to support NFS (Nutrition, Feeding and Swallowing) team goals.
- 2.2. The Contractor shall ensure that FSS:
 - 2.2.1. Contribute to Individual Family Service Plan (IFSP) development.
 - 2.2.2. Coordinate with Family Centered Early Support and Services (FCESS).
 - 2.2.3. Collaborate with home care nursing providers to develop Safe Eating Plans (SEP).
- 2.3. The Contractor shall ensure that FSS attend meetings with school personnel for the purpose of the following, which are not limited to:
 - 2.3.1. Contribute to Individual Education Plans (IEPs) for CYSHCN.
 - 2.3.2. Document necessary modifications to school meal programs.
- 2.4. The Contractor shall ensure intake/referral processes include, but are not limited to:
 - 2.4.1. Receive referrals from agencies which shall include, but are not limited to:
 - 2.4.1.1. Families.
 - 2.4.1.2. Community agencies.
 - 2.4.1.3. Primary or specialty care medical providers.
 - 2.4.1.4. Family Centered Early Supports and Services.
 - 2.4.1.5. Health Care Coordinators.
 - 2.4.1.6. Partners in Health.
 - 2.4.1.7. Schools and daycares.
 - 2.4.1.8. WIC.
 - 2.4.1.9. Head Start programs.

[Signature]
3/8/18

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for Children and Youth
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Exhibit A

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- 2.4.2. Employ the Contractor-developed Screening Tool, and submitting the outcome with the Special Medical Services (SMS) application.
 - 2.4.3. Enter data as needed into The Department database as required.
 - 2.4.4. Check health insurance statuses.
 - 2.4.5. Ensure the Intake and Referral Coordinator reviews cases to determine eligibility.
 - 2.4.6. Guide the intake process.
 - 2.4.7. Provide referrals.
 - 2.4.8. Assign clinical caseloads.
 - 2.4.9. Encourage participation in the evaluation plan.
 - 2.4.10. Supervise the activities of all professional and support personnel.
 - 2.4.11. Assure that FSS's associated with the FSN attend FSN Program/Training meetings.
- 2.5. The Contractor shall collaborate with other community-based agencies, which shall include but are not limited to, the Comprehensive Nutrition Network (CNN) for Children and Youth with Special Health Care Needs (CYSHCN), in order to ensure coordination of care, interagency referrals, and joint training and planning for shared clients. Community partners may include, but are not limited to:
- 2.5.1. Primary Care Physicians/Specialty Care Physicians.
 - 2.5.2. Family Centered Early Support and Services.
 - 2.5.3. School Teams.
 - 2.5.4. Complex Feeding Team.
 - 2.5.5. Complex Care Teams.
 - 2.5.6. Neonatal Intensive Care Unit/Special Care Nursery Discharge planning teams.
 - 2.5.7. Equipment vendors.
 - 2.5.8. Home care nursing.
- 2.6. The Contractor shall develop a treatment plan for each CYSHCN and family, the plan shall include, but is not limited to:
- 2.6.1. Outcome Measures.
 - 2.6.2. Short-term measurable goals.
- 2.7. The Contractor shall provide competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children including, but not limited to:

[Signature]
3/1/18

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for Children and Youth
With Special Health Care Needs**



Exhibit A

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- 2.7.1. Part C Early Intervention programs.
 - 2.7.2. Child care providers.
 - 2.7.3. School based personnel.
 - 2.8. The Contractor shall maintain office space, and provide services at locations throughout the State, which shall include, but are not limited to:
 - 2.8.1. Whole Village Family Resource Center in Plymouth.
 - 2.8.2. Family Resource Center in Laconia.
 - 2.8.3. Androscoggin Valley Hospital in Berlin.
 - 2.8.4. Gorham Learning Center in Gorham.
 - 2.8.5. Cedarcrest Center in Keene.
 - 2.8.6. Richie McFarland Children's Center in Stratham.
 - 2.8.7. Community Partners of Strafford County in Rochester.

3. Staffing

- 3.1. The Contractor shall maintain a staff including, but not limited to:
 - 3.1.1. One (1) full-time or full-time equivalent FSN Program manager.
 - 3.1.2. Six (6) full-time or part-time FSS.
 - 3.1.3. One full-time or part-time Program Assistant.
- 3.2. The Contractor shall notify the Department in writing no less than one (1) week prior to the start date of a new Feeding and Swallowing Specialist in the program. New employee information will include, but is not limited to:
 - 3.2.1. Full name, including middle initial.
 - 3.2.2. Start date.
 - 3.2.3. Resume.
 - 3.2.4. Telephone number.
 - 3.2.5. Email address.
- 3.3. The Contractor shall recruit in the event of a vacancy in any of the staff positions.
- 3.4. The Contractor shall make a request in writing to the Department before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program and/or the individual's experience and education.
- 3.5. The Contractor shall ensure that all health professionals obtain and maintain a National Provider Identification (NPI) number and credentialing with the Council for Affordable Quality Healthcare (CAQH) when required for billing.



Exhibit A

- 3.6. The Contractor shall ensure all FSS provide documentation of:
- 3.6.1. Appropriate New Hampshire licensure consistent with their clinical preparation.
 - 3.6.2. A Bachelor's degree in a health-related field, or a Master's degree in speech and language therapy or occupational therapy.
 - 3.6.3. Professional liability insurance.
- 3.7. The Contractor shall ensure all FSS have:
- 3.7.1. Knowledge and understanding of anatomy and physiology of the normal swallowing reflex, and how this automatic activity may be impaired or diminished in children with disabilities.
 - 3.7.2. Knowledge of normal growth and development.
 - 3.7.3. Knowledge of federal and/or state legislation regarding service provisions to children with disabilities.
 - 3.7.4. Knowledge of the education and/or consultative processes.
 - 3.7.5. The ability to organize work, analyze problems and recommend/implement solutions.
 - 3.7.6. The ability to establish and maintain cooperative working relationships with medical, educational, and allied health service providers.

4. Reporting

- 4.1. The Contractor shall provide monthly reports using the Department's database or template, which shall include, but are not limited to:
- 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
- 4.2. The Contractor shall provide annual reports using the Department's database or template, which shall include, but are not limited to:
- 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.

[Handwritten Signature]
3/8/18



Exhibit A

- 4.2.5. Future plans or goals.
- 4.2.6. Third-party reimbursement funding and progress toward greater financial independence.
- 4.3. The Contractor shall ensure that all applicable data is entered in a timely manner into the SMS Database system. Additional information may be requested by the Department at any time during the contract period.
- 5. Billing and Sustainability**
- 5.1. The Contractor shall coordinate a system integrating public and private funding to sustain the availability of specialized feeding and swallowing services to CYSHCN throughout the State which includes, but is not limited to:
- 5.1.1. Develop and maintain relationships with third-party insurance payers and public health funders.
- 5.1.2. Develop a system to negotiate and secure reimbursements for feeding and swallowing services, and serve as the paymaster for the established network of community-based providers' fee-for-service and training activities.
- 6. Information Security Requirements**
- 6.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 6.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the New Hampshire State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to CMS Federal regulations, HIPAA/HITECH, and RSA 359c.
- 6.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 6.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire 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.).
- 6.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.



Exhibit A

- 6.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any Department data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 6.7. The Contractor shall render electronic media containing Department data unrecoverable when no longer in use via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 6.8. The Contractor shall ensure that any third-party service providers he may use to create, collect, access, transmit, or store data pertaining to State of New Hampshire information or programs is in compliance with the Information Security Requirements of this Contract.

7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the contract:
 - 7.1.1. A network of feeding and swallowing providers numbering no less than six (6) will visit clients in all ten (10) New Hampshire counties.
 - 7.1.2. A minimum of one thousand and one hundred (1,100) visits will be conducted by feeding and swallowing providers during each State Fiscal Year (SFY).
 - 7.1.3. A minimum of one hundred (100) swallow studies will be completed.
 - 7.1.4. Client family satisfaction surveys will be distributed to all participating families and a satisfaction rate of 80% will be achieved.
 - 7.1.5. Individual treatment plans will be developed for 100% of the CYSHSN.
- 7.2. Quarterly, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

8. Deliverables

- 8.1. The Contractor shall submit a bill for services for 100% of feeding and swallowing encounters by feeding and swallowing professional, to a private insurance company, a managed care organization (MCO), or to New Hampshire Medicaid, as is applicable to the services provided.
- 8.2. The Contractor shall document progress towards outcome measures for each client in the NFS program at each visit.
- 8.3. The Contractor shall analyze results of each swallow study conducted, and provide relevant follow-up consultation to families of CYSHSN.

**New Hampshire Department of Health and Human Services
Feeding and Swallowing Network for Children and Youth
With Special Health Care Needs**



Exhibit A

- 8.4. The Contractor shall ensure that all necessary medical management and accommodations are provided for CYSHSN, to allow for safe eating and drinking at home, day care, and school.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from U.S. Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant, CFDA #93.994.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. 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 shown in Exhibit B-1, Exhibit B-2 and Exhibit B-3.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Robin.Hlobeczy@dhhs.nh.gov, or invoices may be mailed to:

Department of Health and Human Services
Special Medical Services Section
129 Pleasant Street, Thayer Building
Concord, NH 03301
 - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The Contractor shall keep detailed records of their activities related to Department of Health and Human Services'-funded programs and services.
6. 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]
3/8/18

Exhibit B - 1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs
(Part of RFP)

Budget Period: April 1, 2018-June 30, 2018

1. Total Salary/Wages	\$	17,550.00	\$	-	\$	17,550.00	\$	-	\$	-	\$	17,550.00	\$	-	\$	17,550.00
2. Employee Benefits	\$	3,536.00	\$	-	\$	3,536.00	\$	-	\$	-	\$	3,536.00	\$	-	\$	3,536.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	150.00	\$	-	\$	150.00	\$	-	\$	-	\$	150.00	\$	-	\$	150.00
6. Travel	\$	474.00	\$	-	\$	474.00	\$	-	\$	-	\$	474.00	\$	-	\$	474.00
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	25.00	\$	-	\$	25.00	\$	-	\$	-	\$	25.00	\$	-	\$	25.00
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Patient Visits and Travel	\$	19,564.00	\$	-	\$	19,564.00	\$	-	\$	-	\$	19,564.00	\$	-	\$	19,564.00
Printer Supplies and Training	\$	800.00	\$	-	\$	800.00	\$	-	\$	-	\$	800.00	\$	-	\$	800.00
Cultural/Linguistic Support	\$	500.00	\$	-	\$	500.00	\$	-	\$	-	\$	500.00	\$	-	\$	500.00
Administrative Fee (10 %)	\$	-	\$	3,410.00	\$	3,410.00	\$	-	\$	-	\$	-	\$	3,410.00	\$	3,410.00
TOTAL	\$	42,619.00	\$	3,410.00	\$	46,029.00	\$	-	\$	-	\$	42,619.00	\$	3,410.00	\$	46,029.00

Indirect As A Percent of Direct

10%

[Signature]
3/8/18

Exhibit B - 2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs
(Name of RFP)

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

1. Total Salary/Wages	\$ 70,858.00	\$ -	\$ 70,858.00	\$ -	\$ 70,858.00	\$ -	\$ 70,858.00
2. Employee Benefits	\$ 14,277.00	\$ -	\$ 14,277.00	\$ -	\$ 14,277.00	\$ -	\$ 14,277.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 1,898.00	\$ -	\$ 1,898.00	\$ -	\$ 1,898.00	\$ -	\$ 1,898.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Visits and Travel	\$ 77,548.00	\$ -	\$ 77,548.00	\$ -	\$ 77,548.00	\$ -	\$ 77,548.00
Provider Business and Training	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00
Cultural/Linguistic Support	\$ 3,208.00	\$ -	\$ 3,208.00	\$ -	\$ 3,208.00	\$ -	\$ 3,208.00
	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Administrative Fee (8.5%)	\$ -	\$ 13,838.00	\$ 13,838.00	\$ -	\$ -	\$ 13,838.00	\$ 13,838.00
TOTAL	\$ 178,477.00	\$ 13,838.00	\$ 184,115.00	\$ -	\$ 178,477.00	\$ 13,838.00	\$ 184,115.00

Indirect As A Percent of Direct

8.0%

3/9/18

Exhibit B - 3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Regional Education Services Center, Inc.

Budget Request for: Feeding & Swallowing Network for Children and Youth With Special Healthcare Needs
(Name of RFP)

Budget Period: July 1, 2019 thru March 31, 2020

1. Total Salary/Wages	\$	53,308.00	\$	-	\$	53,308.00	\$	-	\$	53,308.00	\$	-	\$	53,308.00
2. Employee Benefits	\$	10,741.00	\$	-	\$	10,741.00	\$	-	\$	10,741.00	\$	-	\$	10,741.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	450.00	\$	-	\$	450.00	\$	-	\$	450.00	\$	-	\$	450.00
6. Travel	\$	1,417.00	\$	-	\$	1,417.00	\$	-	\$	1,417.00	\$	-	\$	1,417.00
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Airtel and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	75.00	\$	-	\$	75.00	\$	-	\$	75.00	\$	-	\$	75.00
10. Materials/Communications	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Patient Visits and Travel	\$	58,118.00	\$	-	\$	58,118.00	\$	-	\$	58,118.00	\$	-	\$	58,118.00
Community Outreach	\$	600.00	\$	-	\$	600.00	\$	-	\$	600.00	\$	-	\$	600.00
Provider Business and Training	\$	2,250.00	\$	-	\$	2,250.00	\$	-	\$	2,250.00	\$	-	\$	2,250.00
Cultural/Linguistic Support	\$	600.00	\$	-	\$	600.00	\$	-	\$	600.00	\$	-	\$	600.00
Administrative Fee (8.5%)	\$	-	\$	10,229.00	\$	10,229.00	\$	-	\$	-	\$	10,229.00	\$	10,229.00
TOTAL	\$	127,837.00	\$	10,229.00	\$	138,066.00	\$	-	\$	127,837.00	\$	10,229.00	\$	138,066.00

Deductible As A Percent of Direct

8.0%


[Signature]
3/8/18



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 Contractor's 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.



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

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



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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


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

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

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

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

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


3/8/18



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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


ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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


3/8/18

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 grantees may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3/8/18
Date


Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR

Contractor Initials 

Date 3/8/18



CERTIFICATION REGARDING LOBBYING

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

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

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


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

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

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

Contractor Name:

3/8/18
Date


Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

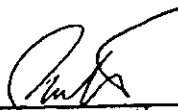
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

Contractor Name:

3/8/18
Date


Name: PAUL TEAHER
Title:



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

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

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

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

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

Exhibit G

Contractor Initials 

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

3/8/18
Date



Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials 

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

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

Contractor Name:

Date 3/8/18



Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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


3/8/18



Exhibit I

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

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

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



3/8/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date



3/8/14



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) l, 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
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

SOUTHEASTERN REGIONAL EDUCATION
 SERVICE CENTER
 Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

Contractor Initials
 Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


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


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/8/18
Date


Name: PAUL HEBERT
Title: EXECUTIVE DIRECTOR

Contractor Initials 
Date 3/8/18



FORM A

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

1. The DUNS number for your entity is: 040240798
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

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:


 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.


Date 3/9/18