

25 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 5, 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 exercise a renewal option to existing agreements with the vendors listed below to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families by increasing the price limitation by \$520,712 from \$520,712 to \$1,041,424 and extending the completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on August 23, 2017, (Item # 23). 100% Federal Funds.

Funds are available in the following account in State Fiscal Years 2018 and 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

Vendor Name	Vendor ID#	Address	Current Budget	Increase/ Decrease	Modified Budget Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820	\$39,166	\$39,166	\$78,332
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246	\$38,025	\$38,025	\$76,050
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105	\$177,346	\$177,346	\$354,692
Community Crossroads	155293 -B001	8 Commerce Drive, Unit 801 Atkinson, NH 03811	\$38,025	\$38,025	\$76,050

Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801	\$38,025	\$38,025	\$76,050
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064	\$38,025	\$38,025	\$76,050
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431	\$38,025	\$38,025	\$76,050
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109	\$76,050	\$76,050	\$152,100
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818	\$38,025	\$38,025	\$76,050
		Totals	\$520,712	\$520,712	\$1,041,424

EXPLANATION

The purpose of this request is to continue the provision of services that address the diverse needs of children and youth with chronic health conditions and their families. Services in these agreements will assist clients to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children’s chronic illness through family-centered education and evidence-based family support.

Each vendor will maintain a family council that consists of parents who have children with chronic illnesses. These councils are involved with the vendors’ activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. Vendor sites link families, communities, and State agencies to support issues related to raising children with chronic health conditions. These sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation.

Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

The original contracts were competitively bid. The contracts contain language which offers contract extensions for up to one (1) additional year based upon the satisfactory delivery of services, subject to continued availability of funding, satisfactory performance of the vendor, and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions, and their families, may be impacted. Families may not have access to the supportive services necessary to maintain their health at optimum levels, and parents may struggle to coordinate the children’s health needs. Children affected by a lack of services may experience increased rates of hospitalization, and exacerbation of their illnesses. Parents may struggle to maintain employment as a result of not receiving services.

Area Served: Statewide

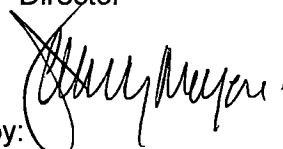
Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

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
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 113 Crosby Road, Suite 1 Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$78,332.00.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 9, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 9.

Amendment #1
Page 1 of 3



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

State of New Hampshire
Department of Health and Human Services

5/14/18
Date

Christina Santaniello
Name: Christina Santaniello
Title: Director, PCHS

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

4/24/18
Date

Wayne A Goss
Name: Wayne Goss
Title: Vice President

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 4/24/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Pamela B Thyrng
Signature of Notary Public or Justice of the Peace

Pamela B Thyrng, Grant Coordinator, Notary
Name and Title of Notary or Justice of the Peace

PAMELA BECKER THYNG, Notary Public
State of New Hampshire

My Commission Expires: My Commission Expires April 19, 2022



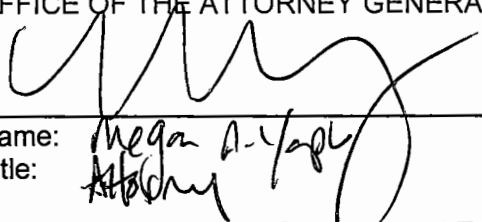


New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

OFFICE OF THE ATTORNEY GENERAL

5/18/18
Date


Name: Megan A. Taylor
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 9, the Dover region. The towns associated with Region 9 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strength-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.



Exhibit A Amendment #1

- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor's Family Support program shall provide:
 - 2.6.1. Peer support and collaboration to the PIH Family Support Coordinator (FSC).
 - 2.6.2. Access for the FSC to trainings and other resources of the Family Support Team.
 - 2.6.3. Access for the families enrolled in the PIH program to the services of the Family Support Team's Parent to Parent Coordinator, who works with all families who have children with any health care need, regardless of eligibility.
- 2.7. The Contractor shall provide intake services by:
 - 2.7.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.7.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.7.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.7.3.1. Department Application for Services.
 - 2.7.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.7.3.3. Consent to bill Medicaid if applicable.
 - 2.7.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.7.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.7.4. Determining eligibility per He-M 523 the process of which is:
 - 2.7.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.7.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.7.4.3. The Contractor reviews the completed form.
 - 2.7.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.7.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.7.4.6. Eligibility is re-determined annually.



Exhibit A Amendment #1

- 2.8. The Contractor shall model the principles of family support in all Program activities, including, but not limited to, planning, governance, and administration, by:
 - 2.8.1. Working with the family to complete a child or youth and family needs assessment and action plan.
 - 2.8.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.8.2.1. Medical, health, and insurance.
 - 2.8.2.2. Community, transition, and independence
 - 2.8.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.8.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.9. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.9.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.9.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.9.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.9.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.9.4.1. Providing families with all information in ways that best match their processing style.
 - 2.9.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.9.4.3. Supporting the family's decisions and cultural needs.
 - 2.9.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.10. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:
 - 2.10.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.
 - 2.10.2. Act as the referral and intake source for PIH Program.



Exhibit A Amendment #1

- 2.10.3. Meet with families to help them identify their needs and develop an action plan.
- 2.10.4. Inform families of their rights with regard to PIH and HIPAA regulations.
- 2.10.5. Make interpreters available to families, as needed.
- 2.10.6. Assist families to identify natural and other supports.
- 2.10.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
- 2.10.8. Provide direct financial and other assistance, as needed.
- 2.10.9. Allocate flex funds as appropriate and report balances to Council monthly.
- 2.10.10. Act as liaison between PIH Family Council and Community Partners.
- 2.10.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
- 2.10.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
- 2.10.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which may include, but is not limited to:
 - 2.12.1. Offering supportive listening.
 - 2.12.2. Being available to attend IEP or 504 meetings.
 - 2.12.3. Helping families write grants and apply for Medicaid.
 - 2.12.4. Providing feedback from other families that may be helpful.
 - 2.12.5. Coordinating opportunities for respite.
 - 2.12.6. Empowering the family so they are best able to advocate for themselves.
- 2.13. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.13.1. Local schools, especially with school nurses.
 - 2.13.2. Zebra Crossings.
 - 2.13.3. Community Action Partnership.
 - 2.13.4. Share Funds.
 - 2.13.5. Local city and state welfare programs.



Exhibit A Amendment #1

- 2.14. The Contractor shall provide educational opportunities to families which may include, but is not limited to, meeting with families to conduct intakes and provide information about PIH services for new referrals, including information about transportation services available through the Managed Care Organizations, enrolling in Medicaid, and flex funds that may be available.
- 2.15. The Contractor shall provide training and support activities to the PIH Family Council including, but not limited to:
 - 2.15.1. Maintaining a membership of at least five (5) members who have a family member with a chronic health condition eligible for the PIH program, or is a young adult who was enrolled in the PIH program.
 - 2.15.2. Endeavoring to be representative across geographic, age, ethnicity and chronic health categories.
 - 2.15.3. Adopting internal by-laws to determine membership, terms of office, recruitment and policies regarding flex fund allocations.
 - 2.15.4. Developing an annual action plan with measurable goals that reflects the needs of families in the Contractor's region.
 - 2.15.5. Coordinating with the Family Support Advisory Council and other organizations to provide at least five (5) annual family activities, services, and fund raising.
 - 2.15.6. Participating in Council leadership and statewide Council activities, as needed.
 - 2.15.7. Attending, yearly, the Contractor's Board of Directors meeting to provide updates on Council and program activities, ensuring that PIH is incorporated into agency strategic planning.
 - 2.15.8. Promoting the mission of the PIH program at medical, educational and community organizations.
- 2.16. The Contractor, with the support of the PIH Family Council and Community Partners, shall accomplish the following:
 - 2.16.1. Coordination with the Department and Other State Projects: The FSC will partner with other PIH sites, the Community Base Care Coordinators, the Department, and other State funded projects providing case management, as reported on the PIH end of year report.
 - 2.16.2. Development of an action plan with 100% families at intake, based on the family and child's needs as identified by the family, as evidenced in the PIH data system.
 - 2.16.3. Dissemination of the Department Satisfaction Survey results upon release to the PIH Family Council, Family Support Council and Community Partners' Board of Directors.
 - 2.16.4. Development, annually, of its annual vision and goals based upon feedback from satisfaction surveys and families.
 - 2.16.5. Attendance of 90% of weekly Family Support team meetings, as evidenced by the minutes.



Exhibit A Amendment #1

- 2.16.6. Provision of access to the FSC of 100% of appropriate trainings provided by Community Partners, including, but not limited to Cultural Competency available on the Relias training site and access to training/continuing education scholarships, as evidenced in reported trainings attended on PIH year of end report.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.19. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annual update applications for all youth 14 years of age and older.
- 2.20. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.21. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.22. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.22.1. Audits with the Department and the PIH Manager.
 - 2.22.2. Complying with all of the standards set by the Department regarding reporting, documentation, and use of database designed by the Department.
 - 2.22.3. Collaborating with the Contractor's internal QI and meet with the QI Director to review all documents and quality of programs.
 - 2.22.4. Updating the program as needed based on recommendations resulting from Department surveys.
- 2.23. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.24. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.24.1. Routine phone or in person meetings, at least monthly.
 - 2.24.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.24.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.



Exhibit A Amendment #1

- 2.25. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.26. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.26.1. PIH staff orientation.
 - 2.26.2. Database training.
 - 2.26.3. FSC monthly meetings.
 - 2.26.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.27. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self- Assessment conducted in 2018, including, but not limited to:
 - 2.27.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.27.2. Monitoring CQI Plan progress.
- 2.28. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.28.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.28.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Director of Family Support who will act as the Lead Agency Supervisor and have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date of a new FSC and the end date of employment, if they



Exhibit A Amendment #1

leave the position. Information submitted with this notification shall include, but not be limited to:

- 3.2.4.1. Full name with middle initial.
- 3.2.4.2. Official start date or end date.
- 3.2.4.3. A work phone number and email.
- 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds, and in kind donations and the impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.



Exhibit A Amendment #1

- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.



Exhibit A Amendment #1

- 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
- 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Behavioral Health and Developmental Services of Strafford County dba Community Partners of Strafford County

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2019 (7/1/18 - 6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,920.00	\$ 3,482.00	\$ 40,402.00	\$ 23,075.00	\$ 3,482.00	\$ 26,557.00	\$ 13,845.00	\$ -	\$ 13,845.00
2. Employee Benefits	\$ 17,721.60	\$ 1,671.00	\$ 19,392.60	\$ 12,400.60	\$ 1,671.00	\$ 14,071.60	\$ 5,321.00	\$ -	\$ 5,321.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 75,841.60	\$ 6,998.00	\$ 82,839.60	\$ 36,675.60	\$ 6,998.00	\$ 43,673.60	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

9.2%

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



Exhibit K

DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Region 9
Dover
Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

State of New Hampshire

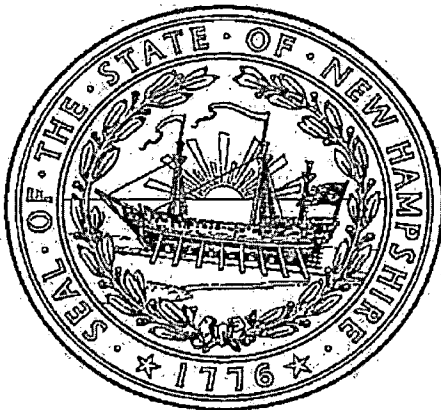
Department of State

CERTIFICATE

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

Business ID: 62273

Certificate Number : 0004074066



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 24, 2018:
(Date)

RESOLVED: That the Vice President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24th day of April, 2018.
(Date Contract Signed)

4. Wayne Goss is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry
(Signature of the Elected Officer)-Ann Landry

STATE OF NEW HAMPSHIRE
County of Strafford

The forgoing instrument was acknowledged before me this 24 day of April, 2018.

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

Pamela B. Thyrng
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
PAMELA BECKER THYNG, Notary Public
State of New Hampshire
Commission Expires: April 19, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Renee Skillings PHONE (A/C, No. Extn): (603) 669-3218 FAX (A/C, No.): (603) 645-4331 E-MAIL ADDRESS: rskillings@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: AIG Property Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 17/18 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LTR	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:		PEPKL731094	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGO \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> MIBED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PEPKL731111	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS 10,000		PEUB605327	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC012883756 States (3a.) NH All Officers Included	11/16/2017	11/1/2018	<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	Professional Liability		PEPKL731094	11/1/2017	11/1/2018	Limit \$1,000,000
A	Directors & Officers		PEBD1290178	11/1/2017	11/1/2018	Limit \$5,000,000 Ded: \$35,000

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

CERTIFICATE HOLDER

State of NH
Dept of Health & 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

Michael Guarino/DL3

© 1988-2014 ACORD CORPORATION. All rights reserved.



113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

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

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

A United Way
Partner Agency



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

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

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

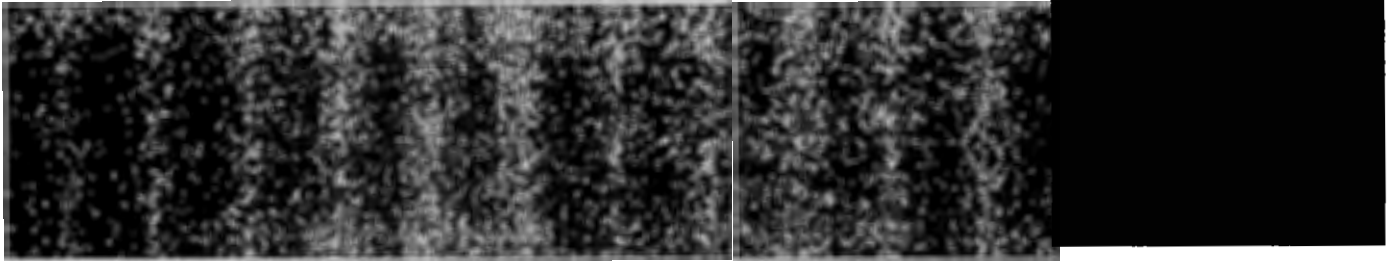
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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

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

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2017

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

Consolidated Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and cash equivalents	\$ 3,476,548	\$ 1,880,722
Restricted cash	99,423	102,657
Accounts receivable, net of allowance for doubtful accounts	1,025,322	1,529,747
Grants receivable	50,341	250,836
Prepaid expenses	360,389	192,015
Property and equipment, net	<u>2,147,443</u>	<u>2,017,475</u>
 Total assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 1,963,800	\$ 2,032,650
Estimated third-party liability	1,311,720	381,472
Loan fund	89,294	89,204
Notes payable	<u>1,083,830</u>	<u>1,129,241</u>
 Total liabilities	 <u>4,448,644</u>	 <u>3,632,567</u>
Net assets		
Unrestricted	2,593,985	2,340,559
Temporarily restricted	<u>116,837</u>	<u>326</u>
 Total net assets	 <u>2,710,822</u>	 <u>2,340,885</u>
 Total liabilities and net assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>

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

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

Consolidated Statements of Activities

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,324,616	\$ 23,221,683
Medicare revenue	184,278	233,703
Client resources	1,613,918	1,512,323
Contract revenue	1,461,970	1,317,071
Grant income	613,657	729,354
Interest income	46	414
Other program revenue	328,173	145,867
Public support	71,576	115,856
Other revenue	<u>173,780</u>	<u>208,987</u>
Total public support and revenue	27,772,014	27,485,258
Net assets released from restrictions	<u>47,114</u>	<u>26,935</u>
Total public support, revenue, and releases	<u>27,819,128</u>	<u>27,512,193</u>
Expenses		
Program services		
Case management	854,809	872,909
Day programs and community support	3,984,617	4,173,872
Early support services and youth and family	3,290,272	3,212,331
Family support	562,283	575,952
Residential services	4,873,525	5,213,432
Combined residential, day and consolidated services	7,100,007	6,451,472
Adult services	2,241,375	2,705,789
Emergency services	399,991	467,770
Other	<u>1,195,379</u>	<u>940,101</u>
Total program expenses	24,502,258	24,613,628
Supporting services		
General management	<u>3,063,444</u>	<u>2,661,643</u>
Total expenses	<u>27,565,702</u>	<u>27,275,271</u>
Change in unrestricted net assets	<u>253,426</u>	<u>236,922</u>
Changes in temporarily restricted net assets		
United Way allocation	17,251	9,371
Grant income - New Hampshire Department of Transportation	146,374	-
Net assets released from restrictions	<u>(47,114)</u>	<u>(26,935)</u>
Change in temporarily restricted net assets	<u>116,511</u>	<u>(17,564)</u>
Change in net assets	369,937	219,358
Net assets, beginning of year	<u>2,340,885</u>	<u>2,121,527</u>
Net assets, end of year	<u>\$ 2,710,822</u>	<u>\$ 2,340,885</u>

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 845,888	\$ 3,785,182	\$ 3,235,688	\$ 284,257	\$ 5,385,350	\$ 7,151,646	\$ 2,530,453	\$ 71,350	\$ 35,402	\$ 23,324,618	\$ -	\$ 23,324,618
Medicare revenue	-	14,353	-	-	-	-	169,885	-	-	184,238	-	184,238
Client resources	30,095	56,781	352,258	-	661,523	345,283	172,209	28,335	-	1,848,484	(32,560)	1,815,918
Contracted revenue	65,212	284,942	372,277	75,873	-	35,122	12,460	143,081	-	1,160,008	301,862	1,461,970
Grant income	-	78,182	78,900	28,971	4,859	4,333	60,202	-	347,779	603,246	-	613,557
Inferred income	-	-	-	-	-	-	-	-	-	-	-	46
Other program revenue	-	79,307	-	-	-	-	-	-	242,866	322,173	6,000	328,173
Public support	18,559	5,766	2,423	11,816	-	650	500	-	26,194	63,907	7,669	71,576
Other revenue	451	4,286	54	-	23,125	1,941	12,943	35	118,701	161,536	12,244	173,780
Total functional public support and revenue	958,205	4,309,839	4,042,103	388,916	6,074,664	7,538,965	2,956,672	243,701	940,993	27,466,248	305,766	27,772,014
Net assets released from restrictions	4,187	-	13,064	-	-	-	-	-	29,863	47,114	-	47,114
Total public support, revenue and releases	962,392	4,309,839	4,055,167	388,916	6,074,664	7,538,965	2,956,672	243,701	970,856	27,513,362	305,766	27,819,128
Expenses												
Salaries and wages	522,219	2,004,023	2,093,480	137,935	603,072	1,705,818	1,482,731	253,990	642,244	9,445,612	1,920,961	11,368,573
Employee benefits	122,476	500,247	475,846	34,056	141,263	184,172	200,707	58,509	211,085	1,938,361	429,110	2,365,471
Payroll taxes	36,974	163,381	150,111	10,381	44,954	128,201	82,178	18,809	63,546	700,635	133,622	834,257
Contracted substitute staff	-	7,852	-	-	-	-	-	-	-	7,852	15,969	23,421
Clinical treatment services	-	7,119	-	-	-	-	-	-	-	4,956,623	430	4,957,043
Client therapies	23,673	857	83,562	1,844	13,304	21,591	72,058	-	-	226,849	1,784	228,673
Professional fees and consultants	49,170	56,343	55,473	6,377	21,342	32,088	47,683	31,478	21,328	321,461	77,851	399,312
Subcontractors	-	500,071	-	-	1,015,731	2,831,857	-	-	-	4,347,759	-	4,347,759
Staff development and training	2,564	12,738	17,872	2,017	2,721	4,869	19,171	1,213	5,572	61,777	31,522	93,299
Rent	-	61,725	55,070	-	2,700	28,800	71,706	5,440	25,003	260,563	16,351	266,914
Utilities	-	43,768	18,477	1,927	4,168	17,719	21,200	5,236	20,824	133,339	43,633	176,972
Building maintenance and repairs	767	41,473	37,649	5,467	6,819	67,430	45,717	445	16,264	221,921	42,301	264,222
Other occupancy costs	3,884	39,665	13,486	777	2,328	6,178	9,142	-	19,463	94,923	5,584	100,507
Office	7,761	41,040	48,543	2,204	6,104	8,277	29,150	7,126	12,846	162,650	62,159	224,809
Building and housing	47	15,450	6,616	720	1,841	5,221	7,481	462	4,542	42,400	14,424	56,914
Client consumables	392	28,538	2,253	6,592	4,208	79,582	6,937	197	1,351	130,047	8,095	138,142
Medical	-	397	491	-	23	-	798	88	325	2,122	174	2,296
Equipment maintenance	3,886	32,043	36,478	2,048	4,818	7,747	16,113	3,281	10,073	118,487	20,349	138,816
Depreciation	29,263	124,951	62,003	6,676	30,516	38,514	37,677	6,189	24,441	362,229	30,524	447,753
Advertising	132	621	569	40	148	224	968	79	2,155	4,934	3,355	8,289
Printing	209	571	4,854	771	131	203	339	71	295	7,444	1,174	8,618
Telephone and communications	12,093	24,445	34,919	2,818	3,145	7,641	24,748	2,855	13,554	126,046	31,403	157,449
Postage and shipping	736	4,897	4,048	218	801	1,019	3,080	640	2,624	17,863	8,104	23,967
Transportation	13,822	198,542	37,539	3,078	14,413	133,494	33,737	2,982	10,591	447,298	21,006	468,303
Assistance to individuals	13,464	20,314	1,573	90,528	2,440	16,222	507	69	25,389	170,917	1,015	171,932
Insurance	8,321	36,193	28,606	2,497	9,153	11,650	22,260	3,048	6,046	129,794	21,707	151,501
Membership dues	132	1,488	1,226	40	385	185	3,452	154	177	7,209	69,153	76,392
Internet	888	15,826	4,750	613	2,708	6,276	4,388	516	4,833	40,683	4,804	45,567
Other	28	162	103	8	29	37	92	19	25,827	26,120	(859)	25,231
Total expenses	654,609	3,984,617	3,290,272	562,283	4,873,525	7,100,007	2,241,375	399,991	1,195,379	24,602,258	3,063,444	27,565,702
Increase (decrease) in unrestricted net assets	\$ 107,583	\$ 325,222	\$ 764,895	\$ (183,367)	\$ 1,201,139	\$ 438,958	\$ 717,297	\$ (156,290)	\$ (224,533)	\$ 3,011,104	\$ (2,757,678)	\$ 253,426

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 853,657	\$ 3,770,000	\$ 3,663,028	\$ 216,963	\$ 5,216,976	\$ 6,983,290	\$ 2,394,701	\$ 80,625	\$ 40,443	\$ 23,221,683	\$ -	\$ 23,221,683
Medicare revenue	-	43,963	(4,132)	-	-	-	209,655	(15,803)	-	233,703	-	233,703
Client resources	26,518	29,359	318,536	(682)	668,812	308,642	134,095	28,943	-	1,512,023	300	1,512,323
Contract revenue	40,502	293,723	303,776	38,565	-	30,635	60,310	103,596	162,079	1,033,188	283,863	1,317,071
Grant income	-	20,248	115,549	4,462	-	15,595	61,148	-	507,212	724,354	5,000	729,354
Interest income	-	-	-	-	-	-	-	-	-	-	-	414
Other program revenue	-	68,695	998	-	8,776	48,758	-	-	300	127,527	18,340	145,867
Public support	13,180	9,322	10,106	41,038	-	-	25	-	37,882	111,563	4,303	115,856
Other revenue	599	21,759	2,325	95	11,157	5,533	20,783	-	127,163	189,414	19,573	208,987
Total functional public support and revenue	934,456	4,257,129	4,410,186	302,441	5,903,521	7,392,453	2,880,717	197,363	875,179	27,153,445	331,613	27,485,258
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,584	26,935	-	26,935
Total public support, revenue and releases	939,256	4,257,129	4,414,757	302,441	5,903,521	7,392,453	2,880,717	197,363	892,743	27,180,380	331,613	27,512,193
Expenses												
Salaries and wages	539,414	2,224,652	2,156,753	141,831	647,498	1,680,037	1,575,073	326,476	473,703	9,765,435	1,700,706	11,466,141
Employee benefits	128,623	541,750	431,718	47,548	165,840	293,106	546,259	82,068	168,150	2,405,082	264,665	2,669,747
Payroll taxes	39,167	169,396	152,590	10,508	48,012	123,820	109,214	23,277	49,066	725,050	87,571	812,621
Contracted substitute staff	998	7,339	6,250	333	1,219	2,217	6,783	1,120	271	26,529	69,632	96,161
Client treatment services	-	9,654	624	217,924	3,121,465	1,366,959	9,276	-	16,625	4,764,527	500	4,765,027
Client therapies	25,575	1,966	11,842	2,165	23,021	21,332	54,212	-	-	220,713	1,803	222,516
Professional fees and consultants	52,641	44,862	47,966	10,849	21,809	41,143	50,929	8,976	9,939	289,014	108,440	397,454
Subcontractors	-	480,118	-	-	1,043,611	2,429,652	1,991	-	-	3,955,372	-	3,955,372
Staff development/training	1,209	3,416	13,222	2,263	971	9,068	11,639	581	1,975	44,364	33,977	78,341
Rent	-	64,405	44,107	-	2,450	2,450	68,087	-	18,560	200,059	37,191	237,250
Utilities	2,704	34,248	12,474	2,704	10,953	29,596	10,611	-	17,106	120,396	12,753	133,149
Building maintenance and repair	1,994	22,833	9,890	1,049	15,145	27,336	10,128	540	6,091	94,196	12,244	106,440
Other occupancy costs	1,721	27,726	11,961	1,721	5,994	28,302	15,851	-	19,633	112,009	10,797	122,806
Office	1,227	15,629	9,784	675	3,489	6,069	4,083	667	7,903	48,946	51,281	100,227
Building and housing	642	15,439	5,215	226	3,521	7,214	5,567	507	1,272	39,603	11,065	50,668
Client consumables	1,572	24,613	2,970	6,025	10,319	58,067	3,100	94	1,620	108,376	3,048	111,422
Medical	-	263	274	-	2,742	60	330	25	4	3,718	483	4,191
Equipment maintenance	5,421	25,010	23,767	2,623	8,795	16,973	29,255	4,485	5,110	121,439	27,300	148,739
Depreciation	22,943	81,578	52,957	7,648	28,042	50,965	50,139	7,690	3,648	305,628	78,717	382,345
Advertising	-	-	-	-	-	-	-	-	417	417	-	2,994
Printing	34	239	4,526	11	86	169	161	26	8	5,266	-	5,250
Telephone/communications	1,818	32,929	24,056	401	14,563	25,374	24,842	1,521	30,873	156,407	26,170	182,577
Postage and shipping	623	3,360	4,338	266	975	1,772	5,065	620	1,732	18,961	3,709	22,669
Transportation	20,148	243,510	42,121	2,750	16,705	139,079	54,613	1,120	7,189	527,233	12,320	539,553
Assistance to individuals	9,917	37,947	600	107,013	-	38,723	-	-	25,884	220,084	621	220,705
Insurance	11,984	54,994	55,031	3,994	14,647	26,631	51,878	7,069	22,930	249,156	34,781	283,937
Membership dues	249	945	2,639	83	304	552	2,505	204	57	7,339	64,282	71,821
Interest	2,947	4,716	5,371	2,398	2,113	4,039	4,009	653	10,528	37,164	5,651	42,815
Other	40	337	156	2,654	49	90	191	31	37,407	40,959	1,307	42,352
Total expenses	872,909	4,173,872	3,212,331	575,952	5,213,432	6,451,472	2,705,789	407,770	940,101	24,613,628	2,661,643	27,275,271
Increase (decrease) in unrestricted net assets	\$ 66,347	\$ 83,257	\$ 1,202,426	\$ (273,511)	\$ 690,089	\$ 940,981	\$ 174,928	\$ (270,407)	\$ (47,358)	\$ 2,566,752	\$ (2,329,830)	\$ 236,922

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

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

Consolidated Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 369,937	\$ 219,358
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	442,753	382,345
Change in allowance for doubtful accounts	(180,000)	86,100
Grant revenue for capital purchases	(146,374)	-
(Increase) decrease in		
Restricted cash	3,234	17,983
Accounts receivable, trade	684,425	445,504
Grants receivable	200,495	(150,921)
Prepaid expenses	(168,374)	(49,752)
Increase (decrease) in		
Accounts payable and accrued expenses	(35,598)	9,977
Estimated third-party liability	930,248	131,955
Loan fund	90	89
	<u>2,100,836</u>	<u>1,092,638</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Acquisition of equipment	<u>(459,597)</u>	<u>(111,427)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	321,350	-
Principal payments on long-term borrowings	<u>(366,763)</u>	<u>(187,370)</u>
Net cash used by financing activities	<u>(45,413)</u>	<u>(187,370)</u>
Net increase in cash and cash equivalents	1,595,826	793,841
Cash and cash equivalents, beginning of year	<u>1,880,722</u>	<u>1,086,881</u>
Cash and cash equivalents, end of year	<u>\$ 3,476,548</u>	<u>\$ 1,880,722</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ -	\$ 76,120
Acquisition of property and equipment with accounts payable	\$ -	\$ 33,252
Noncash transaction - Refinancing of long-term debt	\$ -	\$ 355,000

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Nature of Activities

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

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

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

The Foundation received and disbursed the following funds:

	<u>2017</u>	<u>2016</u>
Funds received	\$ 25,074	\$ 36,782
Funds disbursed	<u>23,131</u>	<u>31,916</u>
	<u>\$ 1,943</u>	<u>\$ 4,866</u>

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

Funds received	\$ 340,624
Funds disbursed	<u>257,624</u>
	<u>\$ 83,000</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Use of Estimates

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

Basis of Presentation

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

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

Contributions

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

Income Taxes

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

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2017 and 2016.

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

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2017 and 2016, allowances were recorded in the amount of \$371,100 and \$551,100, respectively.

Property and Equipment

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

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

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

Estimated Third-Party Liability

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Functional Allocation of Expenses

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

2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2017 and 2016, the Organization held cash totaling \$89,294 and \$89,204, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2017 and 2016, the Organization held cash totaling \$10,129 and \$13,453, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,713,390	1,569,604
Vehicles	912,549	718,116
Equipment and furniture	<u>3,051,825</u>	<u>2,929,831</u>
	<u>7,537,657</u>	<u>7,077,444</u>
Less accumulated depreciation	<u>5,390,214</u>	<u>5,059,969</u>
	<u>\$ 2,147,443</u>	<u>\$ 2,017,475</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.25% and 4.50% at June 30, 2017 and 2016, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2017 and 2016, there was no outstanding balance on the line of credit.

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

5. Notes Payable

Notes payable consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	222,513	238,038
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment. Note payable was paid in full during 2017.	-	102,707
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	259,252	368,150
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	154,285	193,554
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	140,053	152,896
Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final payment which shall be the unpaid balance at maturity; collateralized by vehicles. The four loans payable were paid in full during 2017.	-	73,896
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 will be due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	131,350	-
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	<u>176,377</u>	<u>-</u>
	<u>\$ 1,083,830</u>	<u>\$ 1,129,241</u>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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

2018	\$ 232,815
2019	253,825
2020	171,457
2021	139,355
2022	109,582
Thereafter	<u>176,796</u>
	<u>\$ 1,083,830</u>

Cash paid for interest approximates interest expense.

6. **Temporarily Restricted Net Assets**

At June 30, 2017 and 2016, temporarily restricted net assets were \$116,837 and \$326, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. **Commitments and Contingencies**

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from March 2018 through June 2022. Total rent expense charged to operations was \$266,914 in 2017 and \$237,250 in 2016.

Future minimum operating lease payments are as follows:

2018	\$ 266,632
2019	105,094
2020	107,316
2021	89,658
2022	<u>72,000</u>
	<u>\$ 640,700</u>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Self-Insurance

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. As of June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported. As of June 30, 2017, there were no remaining claims under the policy; therefore, no such accrual has been recorded.

Litigation

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

8. Concentrations

For the years ended June 30, 2017 and 2016, approximately 84% of the public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2017</u>	<u>2016</u>
Developmental Services	\$ 834,364	\$ 1,097,832
Behavioral Health Services	<u>106,029</u>	<u>312,439</u>
	<u>\$ 940,393</u>	<u>\$ 1,410,271</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expired in September 2016. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2017, the Organization made an additional, one-time, discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2017 were \$223,108. There were no employer discretionary contributions for the year ending June 30, 2016. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2017, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2017 and 2016

	2017					2016						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 2,346,428	\$ 1,036,263	\$ 8,857	\$ 83,000	\$ -	\$ 3,476,548	\$ 1,121,076	\$ 669,291	\$ 9,298	\$ 81,057	\$ -	\$ 1,880,722
Restricted cash	99,423	-	-	-	-	99,423	102,657	-	-	-	-	102,657
Accounts receivable, net of allowance for doubtful accounts	862,881	1,199,946	61	-	(1,037,568)	1,025,322	1,152,577	1,358,577	59	-	(981,466)	1,528,747
Grants receivable	12,451	37,890	-	-	-	50,341	21,060	229,776	-	-	-	250,836
Prepaid expenses	186,622	173,887	-	-	-	360,389	92,729	89,286	-	-	-	182,015
Interest in net assets of subsidiaries	81,974	-	-	-	(81,974)	-	81,000	-	-	-	(81,000)	-
Property and equipment, net	1,782,348	385,095	-	-	-	2,147,443	1,676,374	441,101	-	-	-	2,017,475
Total assets	\$ 5,352,027	\$ 2,835,061	\$ 8,918	\$ 83,000	\$ (1,119,540)	\$ 7,159,466	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ (1,062,466)	\$ 5,973,452
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,569,068	\$ 432,354	\$ 9,944	\$ -	\$ (1,037,568)	\$ 1,963,800	\$ 2,509,565	\$ 495,137	\$ 9,414	\$ -	\$ (981,466)	\$ 2,032,650
Refundable advances	1,083,873	227,847	-	-	-	1,311,720	250,274	131,198	-	-	-	381,472
Loan fund	89,294	-	-	-	-	89,294	89,204	-	-	-	-	89,204
Notes payable	929,544	154,288	-	-	-	1,083,830	938,289	192,955	-	-	-	1,129,241
Total liabilities	4,661,779	814,487	9,944	-	(1,037,568)	4,446,644	3,785,329	819,290	9,414	-	(981,466)	3,632,567
Net assets (deficit)												
Unrestricted	573,411	2,020,574	(1,026)	83,000	(81,974)	2,593,985	361,818	1,978,741	(57)	81,057	(81,000)	2,340,559
Temporarily restricted	116,837	-	-	-	-	116,837	328	-	-	-	-	328
Total net assets (deficit)	690,248	2,020,574	(1,026)	83,000	(81,974)	2,710,822	362,144	1,978,741	(57)	81,057	(81,000)	2,340,885
Total liabilities and net assets (deficit)	\$ 5,352,027	\$ 2,835,061	\$ 8,918	\$ 83,000	\$ (1,119,540)	\$ 7,159,466	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ (1,062,466)	\$ 5,973,452

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

Consolidating Statements of Activities

Years Ended June 30, 2017 and 2016

	2017						2016					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 17,477,740	\$ 5,846,876	\$ -	\$ -	\$ -	\$ 23,324,616	\$ 16,951,030	\$ 6,270,853	\$ -	\$ -	\$ -	\$ 23,221,883
Medicare revenue	-	184,278	-	-	-	184,278	-	233,703	-	-	-	233,703
Client resources	1,223,062	380,858	-	-	-	1,603,920	1,125,328	386,895	-	-	-	1,512,223
Contract revenue	601,151	860,819	-	-	-	1,461,970	521,758	795,313	-	-	-	1,317,071
Grant income	221,985	391,772	-	-	-	613,657	144,394	584,960	-	-	-	729,354
Interest income	-	48	-	-	-	48	-	414	-	-	-	414
Other program income	328,173	-	-	-	-	328,173	145,867	-	-	-	-	145,867
Public support	40,255	6,247	-	25,074	-	71,576	74,877	4,187	-	36,782	-	115,856
Other revenue	136,713	39,010	100,302	-	(102,245)	173,780	164,810	49,044	112,131	-	(116,998)	208,987
Total public support and revenue	20,028,979	7,719,904	100,302	25,074	(102,245)	27,772,014	19,128,064	8,325,278	112,131	36,782	(116,998)	27,485,258
Net assets released from restrictions	41,356	5,758	-	-	-	47,114	24,932	2,003	-	-	-	26,935
Total public support, revenue and reclassifications	20,070,335	7,725,662	100,302	25,074	(102,245)	27,819,128	19,152,996	8,327,282	112,131	36,782	(116,998)	27,512,193
Expenses												
Program services												
Case management	854,809	-	-	-	-	854,809	872,909	-	-	-	-	872,909
Day programs and community support	3,287,428	697,189	-	-	-	3,984,617	3,478,273	695,599	-	-	-	4,173,872
Early support services and youth and family	915,875	2,374,397	-	-	-	3,290,272	901,916	2,310,415	-	-	-	3,212,331
Family support	562,283	-	-	-	-	562,283	575,952	-	-	-	-	575,952
Residential services	4,873,525	-	-	-	-	4,873,525	5,213,427	5	-	-	-	5,213,432
Combined residential, day and consolidated services	7,100,007	-	-	-	-	7,100,007	6,451,472	-	-	-	-	6,451,472
Adult services	192,602	2,048,773	-	-	-	2,241,376	176,214	2,529,575	-	-	-	2,705,789
Emergency services	-	399,991	-	-	-	399,991	-	467,770	-	-	-	467,770
Other	405,109	786,139	101,271	23,131	(101,271)	1,195,378	273,611	634,574	111,574	31,916	(111,574)	940,101
Total program expenses	16,192,638	6,286,489	101,271	23,131	(101,271)	24,502,258	17,843,774	6,637,938	111,574	31,916	(111,574)	24,613,628
Supporting services												
General management	1,655,104	1,397,340	-	-	-	3,052,444	1,211,932	1,449,711	-	-	-	2,661,643
Total expenses	19,859,742	7,683,829	101,271	23,131	(101,271)	27,656,702	19,155,708	8,087,649	111,574	31,916	(111,574)	27,275,271
Change in unrestricted net assets (deficit)	211,593	41,833	(889)	1,943	(874)	253,426	(2,710)	238,633	557	4,866	(5,424)	236,922
Changes in temporarily restricted net assets												
United Way allocation	11,493	5,758	-	-	-	17,251	7,368	2,003	-	-	-	9,371
Grant income	146,374	-	-	-	-	146,374	-	-	-	-	-	-
Net assets released from restrictions	(41,356)	(6,758)	-	-	-	(47,114)	(24,932)	(2,003)	-	-	-	(26,935)
Change in temporarily restricted net assets	115,511	-	-	-	-	115,511	(17,564)	-	-	-	-	(17,564)
Change in net assets (deficit)	328,104	41,833	(969)	1,943	(974)	369,937	(20,274)	239,633	557	4,866	(5,424)	219,358
Net assets (deficit), beginning of year	362,144	1,978,741	(67)	81,057	(81,000)	2,340,885	382,418	1,739,198	(614)	76,191	(75,575)	2,121,527
Net assets (deficit), end of year	\$ 690,248	\$ 2,020,574	\$ (1,028)	\$ 83,000	\$ (81,974)	\$ 2,710,822	\$ 362,144	\$ 1,978,741	\$ (57)	\$ 81,057	\$ (81,000)	\$ 2,340,885



Community Partners BOARD OF DIRECTORS 2017-2018

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Lowy (C) (Joined 09/13/99)
Bryant Hardwick (Joined 2/22/11)	Judge Daniel Cappiello (Joined 03/22/14)	Christopher Roundy (Joined 6/26/07)
Sharon Reynolds (Joined 8/23/16)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Phillip Vancelette (Joined 5/31/17)		

Past Board Members:

Matthew Sylvia (former Treasurer) Joined 12/19/2006. Resigned June 30, 2016.

Rev. Sue Frost Joined 01/28/2014. Resigned as of July 7, 2016.

John Guy Joined 7/22/2014 Resigned as of August 22, 2017

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

Page 3

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Kathleen Stocker



Accomplishments

- * Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- * Implementation of direct deposit of payroll
- * Directed conversion of computer system to PC network
- * Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- * Initiated the development of MIS group to improve information flow
- * Designed meaningful cash flow and other financial reporting
- * Converted to a new MIS system resulting in more timely, meaningful financial information
- * Accelerated accounts receivable collection period from 50 days to 40 days
- * Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- * Collapsed insurance package for savings of \$400 thousand per year
- * Combined insurance programs for savings of \$50 thousand per year
- * Presented public offering memorandum to SEC committee
- * Implemented accounts receivable factoring facility of \$3.5 million
- * Raised new capital to refinance four nursing homes for \$17.9 million
- * Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- * Successful in negotiations with state and federal tax agencies
- * Directed successful audits with CPA firms IRS, Medicaid agents

Business Experience

2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- * Develop a system of financial reporting to advise on performance and to facilitate planning.
- * Evaluate and recommend improvements for MIS system and Operation Process.
- * Establish training and education to strengthen understanding of accounting and systems issues.
- * Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- * Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- * Implement and improve company wide budget process with major focus on sales and inventory.
- * Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

1990 – 1993 Schirm Associates, Waltham, Massachusetts

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

Schirm Associates continued

- * Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- * Reviewed and managed all risk management functions.
- * Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- * Supported and led team in preparation of information for presentation to the institutional lending markets.
- * Key member of task force to develop public offering memorandum.
- * Assisted work-out group in reorganization of companies

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- * Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- * Managed the accountability of construction records for new facilities.
- * Implemented a reporting system to review performance and facilitate planning
- * Developed operational budgets and pricing.
- * Supported a task force in developing a presentation to the institutional lending market.
- * Worked with other finance and MIS professionals to evaluate the existing computer system.
- * Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- * Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- * Monitored standard cost system geared toward cost containment and control.
- * Established and administered policies and procedures.
- * Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- * Prepared and monitored budgets with annual sales of \$50 million.
- * Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- * Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- * Member of corporate wide task force to reduce accounts receivable and improve collections.
- * Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- * Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- * Designed and implemented a system to fully automate a labor cost control method.

Education

M.B.A., Management, 1980, New Hampshire College
B.S., Accounting, 1977, New Hampshire College

Deirdre Watson

Career Summary

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

EXPERIENCE:

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

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

Experience and Accomplishments include:

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

1987 to 1990 Case Manager, Community Partners Dover NH

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

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

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

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

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

EDUCATION

Bachelor of Social Work, University College Dublin 1975

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

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

Paula Fraser

Objective:

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

Experience:**Community Partners****Dover, New Hampshire****September 2012-Present*****Participant Directed Managed Service Case Manager***

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

Southern New Hampshire Services**Hampton Falls, New Hampshire****February 2011- September 2012*****Family Worker***

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

Rockingham Community Action**Portsmouth, New Hampshire****December 2008- February 2011*****Assistant Teacher/Home Visitor***

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

Education:

Keene State College

May 1994 and January 1995

Keene, New Hampshire

Bachelor of Science in Education, January 1995

Associate Degree in General Education, May 1994

Technology:

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

Certifications:

First Aide, Health Promotion and Seizure disorder

CPR/AED

Reference:

Available on request

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

Key Personnel

FY19 – Partners In Health

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brian Collins	Executive Director	\$200,000	0%	0
Kathleen Stocker	CFO	\$105,029	0%	0
Deirdre Watson	Director Family Support	\$62,000	2%	\$1,240
Paula Fraser	Partners In Health Family Support Program Coordinator	\$38,028	36.4%	\$13,845

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

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

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
 Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

- Bidder Name
1. Child & Family Services
 2. Central NH VNA & Hospice
 3. Community Crossroads
 4. Community Partners
 5. Families First
 6. Gateways Community Services
 7. VNA Home Health & Hospice Srvc
 8. Monadnock Developmental Srvc
 9. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-01)

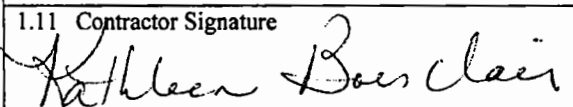
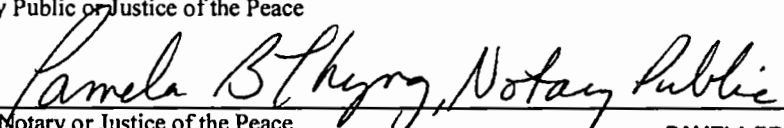
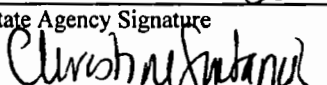
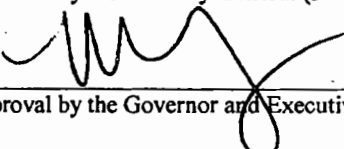
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$39,166.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>July 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela Becker Thyng, Notary Public PAMELA BECKER THYNG, Notary Public State of New Hampshire My Commission Expires April 19, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santaniello, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/31/17</u> Megan A. Cole - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials K.B.
Date 7/11/17

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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials K. B.
Date 7/11/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 9, the Dover region. The towns associated with Region 9 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor's Family Support program shall provide:
 - 2.6.1. Peer support and collaboration to the PIH Family Support Coordinator (FSC).
 - 2.6.2. Access for the FSC to trainings and other resources of the Family Support Team.
 - 2.6.3. Access for the families enrolled in the PIH program to the services of the Family Support Team's Parent to Parent Coordinator, who works with all families who have children with any health care need, regardless of eligibility.
- 2.7. The Contractor shall provide intake services by:
 - 2.7.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.7.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.7.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.7.3.1. Department Application for Services.
 - 2.7.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.7.3.3. Consent to bill Medicaid if applicable.
 - 2.7.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.7.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.7.4. Determining eligibility per He-M 523 the process of which is:
 - 2.7.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.7.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.7.4.3. The Contractor reviews the completed form.
 - 2.7.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.7.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the



Exhibit A

applicant, in writing and verbally, of the appeal rights under He-M 523.12.

2.7.4.6. Eligibility is re-determined annually.

- 2.8. The Contractor shall provide family support services including, but not limited to:
- 2.8.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.8.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.8.2.1. Medical, health, and insurance.
 - 2.8.2.2. Community, transition, and independence
 - 2.8.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.8.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.9. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.9.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.9.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.9.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.9.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.9.4.1. Providing families with all information in ways that best match their processing style.
 - 2.9.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.9.4.3. Supporting the family's decisions and cultural needs.
 - 2.9.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.10. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:
- 2.10.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.



Exhibit A

- 2.10.2. Act as the referral and intake source for PIH Program.
- 2.10.3. Meet with families to help them identify their needs and develop an action plan.
- 2.10.4. Inform families of their rights with regard to PIH and HIPAA regulations.
- 2.10.5. Make interpreters available to families, as needed.
- 2.10.6. Assist families to identify natural and other supports.
- 2.10.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
- 2.10.8. Provide direct financial and other assistance, as needed.
- 2.10.9. Allocate flex funds as appropriate and report balances to Council monthly.
- 2.10.10. Act as liaison between PIH Family Council and Community Partners.
- 2.10.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
- 2.10.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
- 2.10.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which may include, but is not limited to:
 - 2.12.1. Offering supportive listening.
 - 2.12.2. Being available to attend IEP or 504 meetings.
 - 2.12.3. Helping families write grants and apply for Medicaid.
 - 2.12.4. Providing feedback from other families that may be helpful.
 - 2.12.5. Coordinating opportunities for respite.
 - 2.12.6. Empowering the family so they are best able to advocate for themselves.
- 2.13. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.13.1. Local schools, especially with school nurses.
 - 2.13.2. Zebra Crossings.
 - 2.13.3. Community Action Partnership.
 - 2.13.4. Share Funds.
 - 2.13.5. Local city and state welfare programs.



Exhibit A

- 2.14. The Contractor shall provide educational opportunities to families which may include, but is not limited meeting with families to conduct intakes and provide information about PIH services for new referrals, including information about transportation services available through the Managed Care Organizations, enrolling in Medicaid, and flex funds that may be available.
- 2.15. The Contractor shall provide training and support activities to the PIH Family Council including, but not limited to:
 - 2.15.1. Maintaining a membership of at least five (5) members who have a family member with a chronic health condition eligible for the PIH program, or is a young adult who was enrolled in the PIH program.
 - 2.15.2. Endeavoring to be representative across geographic, age, ethnicity and chronic health categories.
 - 2.15.3. Adopting internal by-laws to determine membership, terms of office, recruitment and policies regarding flex fund allocations.
 - 2.15.4. Developing an annual action plan with measurable goals that reflects the needs of families in the Contractor's region.
 - 2.15.5. Coordinating with the Family Support Advisory Council and other organizations to provide at least five (5) annual family activities, services, and fund raising.
 - 2.15.6. Participating in Council leadership and statewide Council activities, as needed.
 - 2.15.7. Attending, yearly, the Contractor's Board of Directors meeting to provide updates on Council and program activities, ensuring that PIH is incorporated into agency strategic planning.
 - 2.15.8. Promoting the mission of the PIH program at medical, educational and community organizations.
- 2.16. The Contractor, with the support of the PIH Family Council and Community Partners, shall accomplish the following:
 - 2.16.1. Coordination with the Department and Other State Projects: The FSC will partner with other PIH sites, the Community Base Care Coordinators, the Department, and other State funded projects providing case management, as reported on the PIH end of year report.
 - 2.16.2. Development of an action plan with 100% families at intake, based on the family and child's needs as identified by the family, as evidenced in the PIH data system.
 - 2.16.3. Dissemination of the Department Satisfaction Survey results upon release to the PIH Family Council, Family Support Council and Community Partners' Board of Directors.
 - 2.16.4. Development, annually, of its annual vision and goals based upon feedback from satisfaction surveys and families.
 - 2.16.5. Attendance of 90% of weekly Family Support team meetings, as evidenced by the minutes.



Exhibit A

- 2.16.6. Provision of access to the FSC of 100% of appropriate trainings provided by Community Partners, including, but not limited to Cultural Competency available on the Relias training site and access to training/continuing education scholarships, as evidenced in reported trainings attended on PIH year of end report.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.19. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.21.1. Audits with the Department and the PIH Manager.
 - 2.21.2. Complying with all of the standards set by the Department regarding reporting, documentation, and use of database designed by the Department.
 - 2.21.3. Collaborating with the Contractor's internal QI and meet with the QI Director to review all documents and quality of programs.
 - 2.21.4. Updating the program as needed based on recommendations resulting from Department surveys.
- 2.22. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.23. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.23.1. Routine phone or in person meetings, at least monthly.
 - 2.23.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.23.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:



Exhibit A

- 2.25.1. PIH staff orientation.
- 2.25.2. Database training.
- 2.25.3. FSC monthly meetings.
- 2.25.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.26. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Director of Family Support who will act as the Lead Agency Supervisor and have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSCs positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date of a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:



Exhibit A

- 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.
- 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
- 4.1.4. Third-party funding including goods, funds, and in kind donations and the impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation,



Exhibit A

use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:

- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

K.B.

7/11/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
3. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 per State Fiscal Year.

4. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
5. 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.
6. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Behavioral Health and Developmental Services of Strafford County dba Community Partners of Strafford County

Budget Request for: Partners In Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (7/1/17 - 6/30/18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,920.00	\$ 3,482.00	\$ 40,402.00	\$ 23,075.00	\$ 3,482.00	\$ 26,557.00	\$ 13,845.00	\$ -	\$ 13,845.00
2. Employee Benefits	\$ 17,721.60	\$ 1,671.00	\$ 19,392.60	\$ 12,400.60	\$ 1,671.00	\$ 14,071.60	\$ 5,321.00	\$ -	\$ 5,321.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 75,841.60	\$ 6,998.00	\$ 82,839.60	\$ 36,675.60	\$ 6,998.00	\$ 43,673.60	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

9.2%



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;



- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Central New Hampshire VNA & Hospice (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 780 N. Main Street Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 3, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 3.

Amendment #1
Page 1 of 3



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christina Sankanello
Name: Christina Sankanello
Title: Director, DUTS

New Hampshire VNA & Hospice

4/25/18
Date

J. Kristen Gardner
Name: J. Kristen Gardner
Title: Vice President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on 4/25/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

David O. Hunt
Signature of Notary Public or Justice of the Peace

David O. Hunt Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: Nov. 8, 2022



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

OFFICE OF THE ATTORNEY GENERAL

5/18/19
Date

[Signature]
Name: Megan Lynde
Title: 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 A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 3, the Laconia region. The towns associated with Region 3 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.



Exhibit A Amendment #1

- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide services consistent with evidence-based practices which shall include, but not be limited to:
 - 2.6.1. Connecting uninsured or underinsured children with NH Medicaid and other health insurance programs to pay for the services they need;
 - 2.6.2. Ensuring that a family will establish and stay connected with a medical home in order to coordinate comprehensive health care including early and continuous screenings for special health care needs;
 - 2.6.3. Identifying the family's unique needs, with particular attention to cultural and ethnic needs, and connecting them to community supports and systems to easily meet those needs;
 - 2.6.4. Identifying needs that may require assistance in funding from the family flex funds;
 - 2.6.5. Ensuring that all assessments and planning are conducted within a strengths-based, family-centered framework and that families will be partners in all decision-making;
 - 2.6.6. Supporting the family by utilizing principles of Motivational Interviewing, Coaching, and Person-Centered Planning; and
 - 2.6.7. Ensuring that families receive services necessary to assist their youth in transitioning to all aspects of adult life.
- 2.7. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.8.1. Referring families to appropriate community resources to help meet specific needs or circumstances.
 - 2.8.2. Serving as an advocate for families given referrals as they negotiate local and state medical and social service systems.
 - 2.8.3. Assisting with obtaining funding for medical equipment not covered by insurance.
 - 2.8.4. Assisting with obtaining funding for inclusive recreational opportunities.
 - 2.8.5. Offering supportive listening.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Helping families write grants and apply for Medicaid.
 - 2.8.8. Providing feedback from other families that may be helpful.
 - 2.8.9. Coordinating opportunities for respite.

JL
4/25/18



Exhibit A Amendment #1

- 2.8.10. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall provide intake services by:
 - 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall model the principles of family support in all Program activities including, but not limited to, planning, governance, and administration by
 - 2.10.1. Working with the family to complete a child/youth and family needs assessment and action plan
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence.



Exhibit A Amendment #1

- 2.10.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523:07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.11.4.1. Providing families with all information in ways that best match their processing style.
 - 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.11.4.3. Supporting the family's decisions and cultural needs.
 - 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.12. The Contractor shall provide eligibility determination by means of the Department Diagnostic Verification Form and shall ensure that once eligibility is established, the PIH Family Support Coordinator (FSC) will be in regular contact with the family and will assist in meeting the family's needs and goals.
- 2.13. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:
 - 2.13.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.
 - 2.13.2. Act as the referral and intake source for PIH Program.
 - 2.13.3. Meet with families to help them identify their needs and develop an action plan.
 - 2.13.4. Inform families of their rights with regard to PIH and HIPAA regulations.
 - 2.13.5. Make interpreters available to families, as needed.
 - 2.13.6. Assist families to identify natural and other supports.

JLS
4/25/18



Exhibit A Amendment #1

- 2.13.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
 - 2.13.8. Provide direct financial and other assistance, as needed.
 - 2.13.9. Allocate flex funds as appropriate and report balances to Council monthly.
 - 2.13.10. Act as liaison between PIH Family Council and community partners.
 - 2.13.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
 - 2.13.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
 - 2.13.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.14. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
- 2.14.1. Serving as the liaison to the Family Council on behalf of the lead agency. Through regular Family Council meetings, the FSC and Family Council members will have the opportunity to seek support from other families, plan local activities, and advocate for children with chronic medical conditions.
 - 2.14.2. Attending monthly meetings with Department management and all other FSC's in the state and having ongoing phone and email contact between these meetings so that there is regular collaboration with other PIH sites.
 - 2.14.3. Maintaining regular contact with community partners which include, but are not limited to:
 - 2.14.3.1. All schools in Belknap and Southern Grafton counties, particularly the school nurses.
 - 2.14.3.2. Lakes Region Community Services.
 - 2.14.3.3. Catholic Charities.
 - 2.14.3.4. The Salvation Army.
 - 2.14.3.5. Community Action Program.
 - 2.14.3.6. Laconia Clinic Pediatrics.
 - 2.14.3.7. Plymouth Pediatrics.
 - 2.14.3.8. All primary care clinics in this region.
 - 2.14.3.9. Dartmouth Hitchcock specialty clinics serving children.
- 2.15. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.16. The Contractor shall ensure the FSC is properly trained which shall include, but not be limited to trainings such as:
- 2.16.1. Coaching Communication.

[Handwritten Signature]
4/25/18



Exhibit A Amendment #1

- 2.16.2. Motivational Interviewing.
- 2.16.3. Person Centered Planning.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, trainings, and programs that promote information on transitioning and independence.
- 2.19. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annual update applications for all youth 14 years of age and older.
- 2.20. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.21. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.22. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.22.1. Identification of uninsured and underinsured children and referral to Medicaid. The targets of identification include, but are not limited to:
 - 2.22.1.1. One hundred percent (100%) of children enrolled in PIH will be assessed for child health insurance upon assessment.
 - 2.22.1.2. One hundred percent (100%) of those identified as having no insurance or insufficient insurance will be evaluated for NH Medicaid eligibility and referred if they meet qualifications.
 - 2.22.2. Identification and establishment of a medical home. The targets of identification and establishment include, but are not limited to:
 - 2.22.2.1. One hundred percent (100%) of children enrolled in PIH will be assessed for the presence of a primary care provider upon initial assessment.
 - 2.22.2.2. One hundred percent (100%) of children lacking medical home will be referred to a local medical provider for the establishment of a medical home.
- 2.23. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.23.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.23.2. Monitoring CQI Plan progress
- 2.24. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health



Exhibit A Amendment #1

- conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.25. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
 - 2.26. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.26.1. Routine phone or in person meetings, at least monthly.
 - 2.26.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.26.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
 - 2.27. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.27.1. PIH staff orientation.
 - 2.27.2. Database training.
 - 2.27.3. FSC monthly meetings.
 - 2.27.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
 - 2.28. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.28.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.28.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 3. Staffing**
- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
 - 3.2. The Contractor shall employ at least one (1) PIH Family Support Coordinator (FSC) for thirty-two (32) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring a new FSC that does not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.

JB
4/25/18



Exhibit A Amendment #1

- 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

JG
4/25/18



Exhibit A Amendment #1

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:



Exhibit A Amendment #1

- 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
- 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
- 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

[Handwritten initials]
[Handwritten date: 4/25/18]

New Hampshire Department of Health and Human Services

Bidder/Program Name: Central New Hampshire VNA & Hospice

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 9,911.00	\$ -	\$ 9,911.00	\$ -	\$ -	\$ -	\$ 9,911.00	\$ -	\$ 9,911.00
2. Employee Benefits	\$ 2,488.00	\$ -	\$ 2,488.00	\$ -	\$ -	\$ -	\$ 2,488.00	\$ -	\$ 2,488.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,726.00	\$ -	\$ 1,726.00	\$ -	\$ -	\$ -	\$ 1,726.00	\$ -	\$ 1,726.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds (paid as spent)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
General & Admin	\$ 26,350.00	\$ -	\$ 26,350.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 3,900.00	\$ -	\$ 3,900.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 60,475.00	\$ -	\$ 60,475.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

[Handwritten Signature]
4/25/18



DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

JR
4/25/18

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

JS
6/25/18

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

JH
4/25/18



DHHS Information Security Requirements

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

[Handwritten Signature]
4/25/18



DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

[Handwritten Signature]
4/25/18



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

js
Date 4/25/18

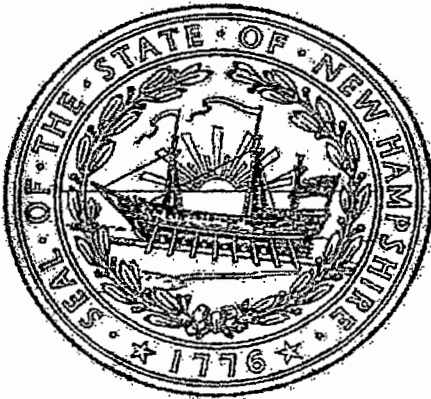
Region 3
Laconia
Alexandria
Alton
Ashland
Barnstead
Belmont
Bridgewater
Bristol
Campton
Center Harbor
Ellsworth
Gilford
Gilmanton
Groton
Hebron
Holderness
Laconia
Meredith
New Hampton
Plymouth
Rumney
Sanbornton
Thornton
Tilton

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 CENTRAL NEW HAMPSHIRE VNA & HOSPICE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 03, 1975. 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: 64108



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Central New Hampshire VNA Hospice
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 25 2018:
(Date)

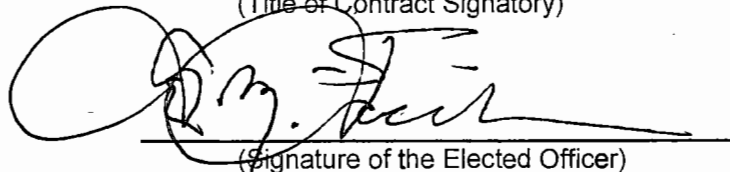
RESOLVED: That the Kristen Gardiner
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 25 day of April, 2018.
(Date Contract Signed)

4. Kristen Gardiner is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

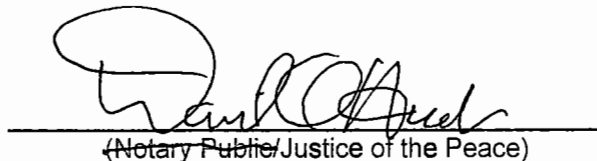

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 25th day of April, 2018.

By Gina M. Finocchiaro
(Name of Elected Officer of the Agency)

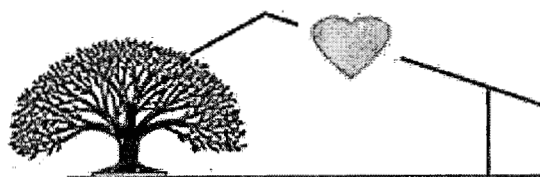
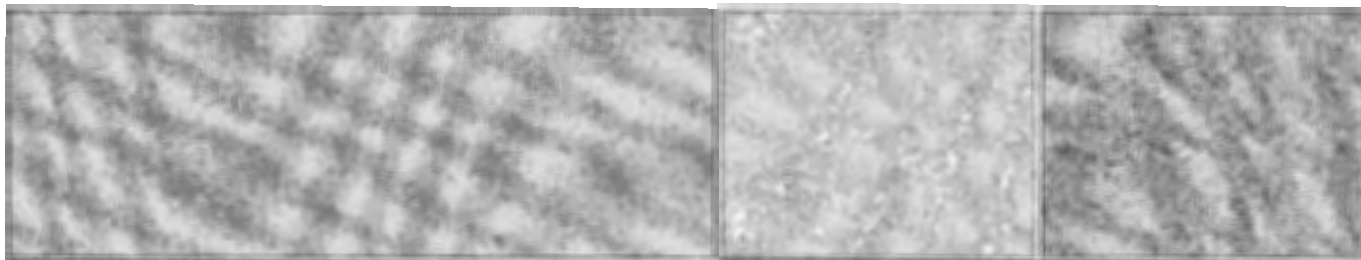

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Nov. 8, 2022

Mission Statement

*Promoting dignity, independence and well-being
through the delivery of quality home health, hospice
and community-based care services.*



Central New Hampshire
VNA & Hospice

FINANCIAL STATEMENTS

March 31, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Central New Hampshire VNA & Hospice

We have audited the accompanying financial statements of Central New Hampshire VNA & Hospice, which comprise the balance sheets as of March 31, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Association'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 Association'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 Central New Hampshire VNA & Hospice as of March 31, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
June 20, 2017

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Balance Sheets

March 31, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 1,112,086	\$ 1,365,359
Investments	1,200,694	1,142,156
Patient accounts receivable, less allowance for uncollectible accounts of \$85,000 in 2017 and 2016	865,945	1,083,387
Other receivables	114,547	97,437
Other current assets	<u>156,507</u>	<u>156,329</u>
Total current assets	3,449,779	3,844,668
Investments and assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	137,952	128,563
Property and equipment, net	<u>892,203</u>	<u>536,922</u>
Total assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 234,051	\$ 107,828
Accrued payroll and related expenses	322,933	565,561
Deferred revenue	<u>362,796</u>	<u>349,120</u>
Total current liabilities and total liabilities	<u>919,780</u>	<u>1,022,509</u>
Net assets		
Unrestricted	10,919,747	10,247,232
Temporarily restricted	20,897	24,202
Permanently restricted	<u>137,952</u>	<u>128,563</u>
Total net assets	<u>11,078,596</u>	<u>10,399,997</u>
Total liabilities and net assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Operations

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 6,976,887	\$ 7,583,245
Provision for bad debt	<u>(47,997)</u>	<u>(38,503)</u>
Net patient service revenue	6,928,890	7,544,742
Other operating revenue	392,102	416,913
Net assets released from restrictions for operations	<u>4,470</u>	<u>5,505</u>
Total operating revenue	<u>7,325,462</u>	<u>7,967,160</u>
Operating expenses		
Salaries and benefits	5,825,027	6,031,359
Other operating expenses	1,640,655	1,525,581
Depreciation	<u>132,674</u>	<u>99,971</u>
Total operating expenses	<u>7,598,356</u>	<u>7,656,911</u>
Operating (loss) income	<u>(272,894)</u>	<u>310,249</u>
Other revenue and gains (losses)		
Contributions	267,484	419,276
Investment income	195,572	133,584
Change in fair value of investments	482,353	(89,694)
Loss on disposal of assets	<u>-</u>	<u>(10,418)</u>
Total other revenue and gains	<u>945,409</u>	<u>452,748</u>
Excess of revenue over expenses and increase in unrestricted net assets	<u>\$ 672,515</u>	<u>\$ 762,997</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Changes in Net Assets

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Excess of revenue over expenses and increase in unrestricted net assets	\$ <u>672,515</u>	\$ <u>762,997</u>
Temporarily restricted net assets		
Contributions	<u>1,165</u>	4,969
Net assets released from restriction for operations	<u>(4,470)</u>	<u>(5,505)</u>
Change in temporarily restricted net assets	<u>(3,305)</u>	<u>(536)</u>
Permanently restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Change in net assets	<u>678,599</u>	750,287
Net assets, beginning of year	<u>10,399,997</u>	<u>9,649,710</u>
Net assets, end of year	<u>\$11,078,596</u>	<u>\$10,399,997</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Cash Flows

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 678,599	\$ 750,287
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	132,674	99,971
Provision for bad debt	47,997	38,503
Loss on disposal of assets	-	10,418
Change in fair value of investments	(482,353)	89,694
Change in fair value of beneficial interest in perpetual trusts held by others	(9,389)	12,174
(Increase) decrease in the following assets		
Patient accounts receivable	169,445	(164,130)
Other receivables	(17,110)	6,951
Other current assets	(178)	13,385
Increase (decrease) in the following liabilities		
Accounts payable	126,223	(20,907)
Accrued payroll and related expenses	(242,628)	34,621
Deferred revenue	<u>13,676</u>	<u>(21,680)</u>
Net cash provided by operating activities	<u>416,956</u>	<u>849,287</u>
Cash flows from investing activities		
Capital expenditures	(487,955)	(41,356)
Proceeds from sale of investments	130,465	81,283
Purchases of investments	<u>(312,739)</u>	<u>(903,061)</u>
Net cash used by investing activities	<u>(670,229)</u>	<u>(863,134)</u>
Net decrease in cash and cash equivalents	(253,273)	(13,847)
Cash and cash equivalents, beginning of year	<u>1,365,359</u>	<u>1,379,206</u>
Cash and cash equivalents, end of year	<u>\$ 1,112,086</u>	<u>\$ 1,365,359</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Central New Hampshire VNA & Hospice (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home care, hospice and young family services in Laconia, New Hampshire and the surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 85,000	\$ 85,000
Provision	47,997	38,503
Write-offs	<u>(47,997)</u>	<u>(38,503)</u>
Balance, end of year	<u>\$ 85,000</u>	<u>\$ 85,000</u>

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the board or restricted by donors.

Beneficial Interest in Perpetual Trusts

The Association is the beneficiary of investment income received from trust funds held by a local charitable foundation. One trust fund was created as an endowment by a donor, the income to be used for staff education. A second trust fund was created as an endowment by an irrevocable transfer of Association assets to the local foundation, the income to be used for operating purposes. Although the intent of the trust fund is to act as an endowment, distribution of principal may be available to the Association for capital acquisitions, loans and emergency operating cash shortfalls.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose.

Permanently restricted net assets are restricted by donors to be maintained by the Association in perpetuity. Permanently restricted net assets were beneficial interest in perpetual trusts.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

2. Investments and Assets Limited As To Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 355,118	\$ 1,205,936
Debt instruments		
U.S. Government and agency	34,925	35,495
Municipal bonds	74,702	112,308
Corporate	307,832	418,668
Mutual funds		
Equity funds	3,708,269	2,943,279
Fixed income funds	3,075,401	2,485,136
International equity funds	1,162,889	853,687
Beneficial interest in perpetual trusts	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

These assets are comprised of the following:

	<u>2017</u>	<u>2016</u>
Current assets		
Investments	\$ 1,200,694	\$ 1,142,156
Long-term assets		
Assets limited as to use		
Board designated		
Operating reserve	2,600,000	2,000,000
Contribute to operating budget	2,842,545	2,738,151
IT special projects	400,000	900,000
Strategic mission	600,000	500,000
Workforce development	330,000	300,000
Mission enhancement	275,000	250,000
Community initiatives	<u>450,000</u>	<u>200,000</u>
Total board designated	7,497,545	6,888,151
Donor restricted	<u>20,897</u>	<u>24,202</u>
Total assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market value of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate and municipal bonds, which are measured using level 2 inputs based on quoted market prices of similar assets, and the beneficial interest in perpetual trusts held by others which is measured at level 3 inputs and determined annually based on quoted market prices of the assets included in the trusts held by the local charitable foundation.

Investment income and change in fair value of investments are comprised of the following:

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Investment income	\$ 195,572	\$ 133,584
Change in fair value of investments	<u>482,353</u>	<u>(89,694)</u>
Total unrestricted activity	677,925	43,890
Restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Total	<u>\$ 687,314</u>	<u>\$ 31,716</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

The following table sets forth a summary of the change in the fair value of the beneficial interest in perpetual trusts for the years ended March 31, 2017 and 2016:

Balance, March 31, 2015	\$ 140,737
Investment loss	(5,670)
Distributions	(5,579)
Fees	<u>(925)</u>
Balance, March 31, 2016	128,563
Investment income	15,008
Contributions	1,000
Distributions	(5,684)
Fees	<u>(935)</u>
Balance, March 31, 2017	\$ <u>137,952</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 62,000	\$ 62,000
Building and improvements	661,598	661,598
Furniture, fixtures, and equipment	<u>1,876,407</u>	<u>1,388,452</u>
Total cost	2,600,005	2,112,050
Less accumulated depreciation	<u>1,707,802</u>	<u>1,575,128</u>
Property and equipment, net	\$ <u>892,203</u>	\$ <u>536,922</u>

4. Line of Credit

The Association has a \$500,000 line of credit with a local bank, expiring December 15, 2020. The line of credit is collateralized by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.75% at March 31, 2017). There was no outstanding balance at March 31, 2017 and 2016.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 5,638,033	\$ 6,248,583
Medicaid	256,603	365,845
Other third-party payers	1,071,486	948,287
Private pay	<u>10,765</u>	<u>20,530</u>
Total	<u>\$ 6,976,887</u>	<u>\$ 7,583,245</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and municipal appropriations.

6. Retirement Plan

The Association maintains a defined contribution retirement plan for qualifying employees. The Association contributed \$120,001 and \$129,976 for the years ended March 31, 2017 and 2016, respectively.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

7. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 6,477,115	\$ 6,723,874
Administrative and general	1,028,351	834,560
Fundraising	<u>92,890</u>	<u>98,477</u>
Total	<u>\$ 7,598,356</u>	<u>\$ 7,656,911</u>

8. Commitments and Contingencies

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for office facilities and equipment as of March 31, 2017 that have initial or remaining lease terms in excess of one year:

2018	\$ 45,978
2019	<u>26,820</u>
Total	<u>\$ 72,798</u>

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2017</u>	<u>2016</u>
Medicare	81 %	73 %
Other	<u>19</u>	<u>27</u>
Total	<u>100 %</u>	<u>100 %</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

10. Malpractice Insurance

The Association maintains medical malpractice insurance coverage on an occurrence basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at March 31, 2017 and 2016. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available in future periods.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through June 20, 2017, which is the date the financial statements were available to be issued.

Board of Trustees		
Gina	Finocchiaro	
Teresa	Haley	
Barbara	Lobdell	
Fredda	Osman	
Jared	Price	
Susan	John	
Kevin	Irish	
Bill	Johnson	
Kristen	Gardiner	
Rebecca	Pace	
Connie	Turner	
Mark	Edelstein	
Corinne	Smith	
David	Huot	
Joel	Arsenault	
Leo	Sanfacon	

David Emberley, CPA
Central New Hampshire VNA & Hospice
780 N. Main Street
Laconia, NH 03246

Certification

Certified Public Accountant (State of New Hampshire)

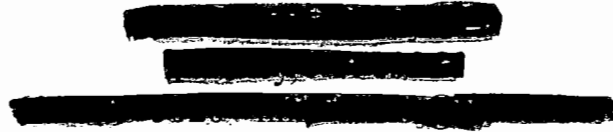
Employment

Chief Financial Officer Central NH VNA & Hospice – Laconia, NH Recommends the financial policy and direction of the organizations overall strategy, and leads all financial administration, business planning and budgeting.	2012 to present
Vice President of Finance New Hampshire Healthy Kids – Concord, NH Responsible for strategic leadership of the organizations financial and IT functions.	2008 to 2012
CFO/Controller (20 hours per week) Second Start – Concord, NH Key member of the senior management team; overseeing financial and IT systems.	2007 to 2012
Manager/Certified Public Accountant Apple Tree Business Services, LLC – Londonderry, NH Managed consulting services for closely-held businesses.	2006 to 2007
Manager/Certified Public Accountant Dineen & Crane, PLLC – Lancaster, NH Managed engagements for a full service certified public accounting firm.	2003 to 2006
Manager of Accounting & Reporting Heidelberg Print Finance – Dover, NH Managed the finance division of an international printing systems company.	2001 to 2003
Senior Staff Accountant/Certified Public Accountant D’Agnese, Keeler & Co. – Concord, NH Provided tax planning and controllership services for area businesses.	1998 – 2001
Self-employed – Concord, NH Owner, operator, and investor in several small businesses.	1985 to 1998

Education

University of Vermont
New Hampshire College
Degree: Bachelor of Science in Accounting

MARY P. MIRKIN



Education: Masters of Science in Social Work 1998
University of Louisville, Louisville, KY
BA in Sociology 1974
University of Louisville, Louisville, KY

Professional Experience

Family Support Coordinator for NH Partners in Health program, Central New Hampshire VNA & Hospice, Laconia, NH August 2013 – Present.

Seven Counties Services, Louisville, KY June 2001- Jan. 2013
Assessed adults and children with significant disabilities for KY Medicaid waiver program.
Provided Service Coordination for families of infants and toddlers with disabilities through KY's Early Intervention program.
Provided intensive case management for children with developmental disabilities and mental health diagnoses.

Medical Social Worker (per diem) for two home health agencies in Louisville, KY. Caretenders, 1999-2001, Baptist Hospital East, 1999

Special Education Disability Advocate - State of KY Protection and Advocacy Division, Frankfort., KY 1994-1997

Case Worker for KY Cabinet for Health and Family Services, Louisville, KY 1990-1994 and 1977 -1983 and 1990 -1994.

Case Worker for NH DCYF, Manchester and Concord 1983 – 1989

Other Experience:

Substitute Teacher, Jefferson County, KY Public Schools, 1976 and 1978
English Teacher, Peace Corps, Zaire, Africa, 1975

Schelley Rondeau

EXPERIENCE

MCH Coordinator/Clinical Manager

Central NH VNA and Hospice

Db a VNA-Hospice of Southern Carroll County and Vicinity 2010-current

Responsible for program administration and coordination as well as case management and home visiting according to MCH contract guidelines.

Home Health Nurse/Maternal Child Health Nurse 1997-current

VNA-Hospice of Southern Carroll County and Vicinity, Inc. Wolfeboro, NH 03894

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children's and adults immunization clinics

Intake Nurse 1995 - 97

VNA-Hospice of Southern Carroll County and Vicinity Wolfeboro, NH

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses

Staff Nurse

*Gorgas Army Community Hospital
Republic of Panama*

1991-95

Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86

Vermont College Norwich, Vermont

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

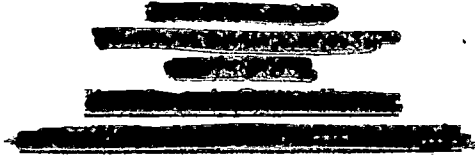
Certified as Lactation Counselor ????-current

Certified in Parents As Teachers program 2003-current

SKILLS

Experience with maternal and pediatric patients
Interpersonal skills
Flexible, efficient

LISA L. DUPUIS, OTR/L, MBA



PROFESSIONAL SUMMARY:

Goal driven and results oriented Executive with a successful record of increased profits and market share. Strong leadership skills focusing on growth, efficiencies and high quality results through cultivating relationships, excellent customer service, and building and leading high performance teams.

PROFESSIONAL ACCOMPLISHMENTS:

- ◆ Managed a company with multiple service lines with a gross revenue of over \$20 million
- ◆ Increased average daily census by 100% in 4 years
- ◆ Excellent operations management skills and reorganizational structure changes
- ◆ Implementation of a web based software system for point of care and back office in 9 months.
- ◆ Expert in the EMR system and a BETA tester for new applications with EMR
- ◆ Opened 2 branch offices from lease negotiation to office construction and furniture layout to staffing plans
- ◆ Achieved licensure and certification for hospice services with a deficiency free survey
- ◆ Chair of the Quality Improvement Committee and Board Member at Connecticut Healthcare at Home Association
- ◆ Currently a member of the Future of Healthcare at Home, a Connecticut Healthcare at Home Association committee
- ◆ Successfully completed a restructuring, continuous performance improvement project within two organizations – United Visiting Nurse Association and Visiting Nurse Association of South Central CT
- ◆ Co- Chair of the committee (Total Quality Management –Finance) for the integration of quality improvement and the financial processes and outcome – The committee accomplished improved productivity, integration of clinical documentation with billing for timeliness and accuracy to ensure timely reimbursement and decreased bad debt.
- ◆ Provided direction and leadership for an interdisciplinary team consisting of nurses and all therapy disciplines in the delivery, utilization and quality of care to home care patients
- ◆ Successfully managed the implementation, coordination and communication of Quality Management Plan

PROFESSIONAL EXPERIENCE:

CEO

12/17 - present

Central New Hampshire VNA and Hospice (*Laconia, NH*)

CEO and Administrator for a not for profit VNA responsible for the overall operation, budget and quality program. Working on establishing a stronger referral base and evaluating efficiencies and innovative programs to continue to work with our community partners.

PRESIDENT/CEO

6/16-11/17

Visiting Nurse Association of South Central CT, Inc. (New Haven, CT)

President/CEO and Administrator for a not for profit VNA that has been in business for 112 years responsible for the overall operation, budget and quality program. Working on establishing a stronger referral base and evaluating efficiencies and innovative programs to continue to work with our community partners.

PRESIDENT/CEO (May 2013-present)

7/08 – 6/16

Constellation Health Services, LLC (Norwalk, CT)

Assumed the role of President/CEO while maintaining the role of Administrator. Oversight of all aspects of the multiple service lines inclusive of budget and operations expenses over \$20 million with a net profit over \$1 million per year for 2 years. Successfully executed several Assisted Living Preferred provider contracts, skilled nursing facility hospice contracts, as well one of five providers chosen to participate in Stamford Hospital's Bundled Payment Project with Remedy Partners.

ADMINISTRATOR*Constellation Home Care, LLC*

Administrator of the licensed, Medicare certified Home Health and Hospice Company responsible for the overall operation, budget and quality program. Implemented web based software system inclusive of point of care, scheduling and billing. Developed and implemented an infrastructure inclusive of quality and intake departments, strong clinical management and staff development to support growth in average daily census and revenue. Opened two branches and started a certified Hospice.

VICE PRESIDENT OF QUALITY MANAGEMENT

3/05-7/08

Visiting Nurse Association of South Central CT (New Haven, CT)

Executive management position responsible for the Quality Management Department with an emphasis on increasing the outcomes of the agency through restructure, education and promoting quality. Implemented a structured patient satisfaction system and restructured the staffing of the department resulting in increased nationally benchmarked outcomes. Development and implementation of an agency restructure with the ultimate goal of increased effectiveness and efficiency. Oversight and coordination of all regulations and surveys for licensing and accreditation. Numerous presentations to a variety of audiences completed.

MANAGER OF CLINICAL OPERATIONS/SERVICES

10/99-3/05

United Visiting Nurse Association (Trumbull, CT)

Held increasing responsible management positions with particular emphasis on knowledge and training in all aspects of the computer software system - McKesson, with particular emphasis on Clinical Explorer and Billing. Utilized clinical expertise to bridge training and implementation between finance and clinical operations. Coordinated the utilization of the system to ensure system flow and appropriate utilization of staff while maintaining the integrity of the electronic medical record. Led TQM Finance as the major quality initiative.

SUPERVISOR

8/93-3/94

Norwalk Rehabilitation Services (Norwalk, CT)

Supervisor of Occupational and Physical Therapy Services in a nursing home setting. Responsible for quality assurance, billing logs, completing and attending all patient care plan meetings

SENIOR MANAGER – SYSTEMS AND OUTCOMES

7/89-8/93, 3/94-10/99

Ahlbin Centers for Rehabilitation Medicine (Bridgeport, CT)

Held increasing responsible management positions with direct responsibility for quality improvement, accreditation and external surveys and reports. Active member of the internal as well as System quality councils, while implementing, coordinating and communicating the Quality Management Plan. Responsible for communication to and education of staff for all CARF and JCAHO regulations and compliance. Held a position as Director of Inpatient Rehabilitation Services which included oversight of the inpatient contract services within Bridgeport Hospital. In this position responsibilities included day to day operations, personnel management and budget management for an interdisciplinary team of therapists inclusive of acute care services and inpatient rehabilitation unit at Bridgeport Hospital. Coordinator of the Outpatient Neurological Program inclusive of a Traumatic Brain Injury with oversight of the interdisciplinary team.

EDUCATION:**SACRED HEART UNIVERSITY (Fairfield, CT)**

2001 – 2006

Degree: Masters of Business Administration with concentration in Healthcare.

QUINNIPIAC COLLEGE (Hamden, CT)

1985 - 1989

Degree: Bachelor of Science

Major: Occupational Therapy

Other Relevant education:**VILLANOVA UNIVERSITY**

2011

Certification Achievement in Essentials of Project Management

Certification Achievement in Mastering Project Management

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Schellely Rondeau, RN	MCH Program Manager/ Healthy Families	\$67,017	14.38%	\$9,637
Mary Mirkin	MSW	\$37,073	100%	\$37,073
Lisa Dupuis	CEO	\$160,000	0%	\$0.00
David Emberley	CFO	\$95,846	0%	\$0.00

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

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

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

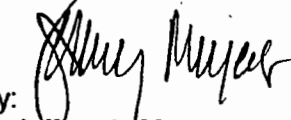
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name
1. <u>Child & Family Services</u>
2. <u>Central NH VNA & Hospice</u>
3. <u>Community Crossroads</u>
4. <u>Community Partners</u>
5. <u>Families First</u>
6. <u>Gateways Community Services</u>
7. <u>VNA Home Health & Hospice Srvc</u>
8. <u>Monadnock Developmental Srvc</u>
9. <u>White Mountain Community Health Center</u>

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-02)

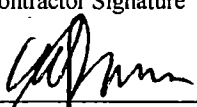
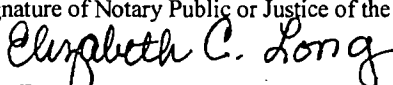
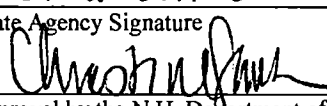
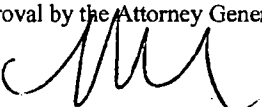
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Central New Hampshire VNA & Hospice		1.4 Contractor Address 780 N. Main Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-527-5052	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Johnson, Treasurer	
1.13 Acknowledgement: State of _____, County of _____ On <u>7/7/2017</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]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>ELIZABETH C. LONG ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires September 3, 2019</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth C. Long, Notary			
1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Christine Sankhiani, BDS Director		
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

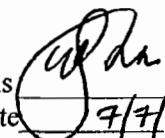
7. PERSONNEL.

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

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

Contractor Initials

Date


7/7/17

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.

Contractor Initials

Date



7/7/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 3, the Laconia region. The towns associated with Region 3 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

Handwritten initials in black ink, appearing to be "MP".

5/18/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide services consistent with evidence-based practices which shall include, but not be limited to:
 - 2.6.1. Connecting uninsured or underinsured children with NH Medicaid and other health insurance programs to pay for the services they need;
 - 2.6.2. Ensuring that a family will establish and stay connected with a medical home in order to coordinate comprehensive health care including early and continuous screenings for special health care needs;
 - 2.6.3. Identifying the family's unique needs, with particular attention to cultural and ethnic needs, and connecting them to community supports and systems to easily meet those needs;
 - 2.6.4. Identifying needs that may require assistance in funding from the family flex funds;
 - 2.6.5. Ensuring that all assessments and planning are conducted within a strengths-based, family-centered framework and that families will be partners in all decision-making;
 - 2.6.6. Supporting the family by utilizing principles of Motivational Interviewing, Coaching, and Person-Centered Planning; and
 - 2.6.7. Ensuring that families receive services necessary to assist their youth in transitioning to all aspects of adult life.
- 2.7. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.8.1. Referring families to appropriate community resources to help meet specific needs or circumstances.
 - 2.8.2. Serving as an advocate for families given referrals as they negotiate local and state medical and social service systems.
 - 2.8.3. Assisting with obtaining funding for medical equipment not covered by insurance.
 - 2.8.4. Assisting with obtaining funding for inclusive recreational opportunities.
 - 2.8.5. Offering supportive listening.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Helping families write grants and apply for Medicaid.

[Handwritten Signature]
Date 7/19/17



Exhibit A

- 2.8.8. Providing feedback from other families that may be helpful.
- 2.8.9. Coordinating opportunities for respite.
- 2.8.10. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall provide intake services by:
 - 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall provide family support services including, but not limited to:
 - 2.10.1. Using a Needs Assessment which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence.

Handwritten initials
7/7/17



Exhibit A

- 2.10.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.11.4.1. Providing families with all information in ways that best match their processing style.
 - 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.11.4.3. Supporting the family's decisions and cultural needs.
 - 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.12. The Contractor shall provide eligibility determination by means of the Department Diagnostic Verification Form and shall ensure that once eligibility is established, the PIH Family Support Coordinator (FSC) will be in regular contact with the family and will assist in meeting the family's needs and goals.
- 2.13. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:
 - 2.13.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.
 - 2.13.2. Act as the referral and intake source for PIH Program.
 - 2.13.3. Meet with families to help them identify their needs and develop an action plan.
 - 2.13.4. Inform families of their rights with regard to PIH and HIPAA regulations.
 - 2.13.5. Make interpreters available to families, as needed.
 - 2.13.6. Assist families to identify natural and other supports.

RP
7/2/17



Exhibit A

- 2.13.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
- 2.13.8. Provide direct financial and other assistance, as needed.
- 2.13.9. Allocate flex funds as appropriate and report balances to Council monthly.
- 2.13.10. Act as liaison between PIH Family Council and community partners.
- 2.13.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
- 2.13.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
- 2.13.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.14. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
 - 2.14.1. Serving as the liaison to the Family Council on behalf of the lead agency. Through regular Family Council meetings, the FSC and Family Council members will have the opportunity to seek support from other families, plan local activities, and advocate for children with chronic medical conditions.
 - 2.14.2. Attending monthly meetings with Department management and all other FSC's in the state and having ongoing phone and email contact between these meetings so that there is regular collaboration with other PIH sites.
 - 2.14.3. Maintaining regular contact with community partners which include, but are not limited to:
 - 2.14.3.1. All schools in Belknap and Southern Grafton counties, particularly the school nurses.
 - 2.14.3.2. Lakes Region Community Services.
 - 2.14.3.3. Catholic Charities.
 - 2.14.3.4. The Salvation Army.
 - 2.14.3.5. Community Action Program.
 - 2.14.3.6. Laconia Clinic Pediatrics.
 - 2.14.3.7. Plymouth Pediatrics.
 - 2.14.3.8. All primary care clinics in this region.
 - 2.14.3.9. Dartmouth Hitchcock specialty clinics serving children.
- 2.15. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.16. The Contractor shall ensure the FSC is properly trained which shall include, but not be limited to trainings such as:
 - 2.16.1. Coaching Communication.


Date 7/10/17



Exhibit A

- 2.16.2. Motivational Interviewing.
- 2.16.3. Person Centered Planning.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, trainings, and programs that promote information on transitioning and independence,
- 2.19. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.21.1. Identification of uninsured and underinsured children and referral to Medicaid. The targets of identification include, but are not limited to:
 - 2.21.1.1. One hundred percent (100%) of children enrolled in PIH will be assessed for child health insurance upon assessment.
 - 2.21.1.2. One hundred percent (100%) of those identified as having no insurance or insufficient insurance will be evaluated for NH Medicaid eligibility and referred if they meet qualifications.
 - 2.21.2. Identification and establishment of a medical home. The targets of identification and establishment include, but are not limited to:
 - 2.21.2.1. One hundred percent (100%) of children enrolled in PIH will be assessed for the presence of a primary care provider upon initial assessment.
 - 2.21.2.2. One hundred percent (100%) of children lacking medical home will be referred to a local medical provider for the establishment of a medical home.
- 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.23. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:



7/3/17



Exhibit A

- 2.25.1. Routine phone or in person meetings, at least monthly.
- 2.25.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
- 2.25.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.26. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.26.1. PIH staff orientation.
 - 2.26.2. Database training.
 - 2.26.3. FSC monthly meetings.
 - 2.26.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) PIH Family Support Coordinator (FSC) for thirty-two (32) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring a new FSC that does not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.

Handwritten initials
Date 7/21/17



Exhibit A

3.2.4.3. A work phone number and email.

3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.



Date 7/17/17



Exhibit A

- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Date 7/31/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$34,476.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.


7/17/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Central New Hampshire VNA & Hospice

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (July 1, 2017-June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 9,911.00	\$ -	\$ 9,911.00	\$ -	\$ -	\$ -	\$ 9,911.00	\$ -	\$ 9,911.00
2. Employee Benefits	\$ 2,488.00	\$ -	\$ 2,488.00	\$ -	\$ -	\$ -	\$ 2,488.00	\$ -	\$ 2,488.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,728.00	\$ -	\$ 1,728.00	\$ -	\$ -	\$ -	\$ 1,728.00	\$ -	\$ 1,728.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds (paid as spent)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
General & Admin	\$ 26,350.00	\$ -	\$ 26,350.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 3,900.00	\$ -	\$ 3,900.00
TOTAL	\$ 60,475.00	\$ -	\$ 60,475.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

0.0%

gfb
7/7/17



SPECIAL PROVISIONS

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

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


[Handwritten Signature]
[Handwritten Date: 7/17/17]



- 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.


Date 7/7/17



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.

cdp
Date 7/7/17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street PO Box 448 Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$354,692.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Exhibit B, Section 2.8, Methods and Condition Precedent to Payment, and replace with:
2.8 The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$ 40,443 for each of the four sites for the State Fiscal Year.

7. Add Exhibits B-5, B-6, B-7, and B-8, SFY 2019 Budgets.
8. Delete Exhibit K, Region by Cities, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
9. Add Exhibit L, Region by Cities.



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christine Sambucci
Name: Christine Sambucci
Title: Director, DLTSS

Child and Family Services of New Hampshire

5/1/18
Date

Birja Alvarez de Toledo
Name: Birja Alvarez de Toledo
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire county of Hillsborough on 5/1/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Marybeth D'Amico
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico Business Staff Supervisor
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/7/2023





New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/19/18

Name: Megan A. Yocco
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for the Regions listed below. The towns associated with the Regions are listed in Exhibit L.
 - 2.2.1. Region 1, the Berlin Region.
 - 2.2.2. Regions 2 and 12, the Upper Valley Region.
 - 2.2.3. Region 4, the Concord Region.
 - 2.2.4. Region 13, the Littleton Region.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH sites in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.



Exhibit A Amendment #1

- 2.5.2. Strengths-based approach to assessment and planning.
- 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide intake services by:
 - 2.6.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.6.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.6.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.6.3.1. Department Application for Services.
 - 2.6.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.6.3.3. Consent to bill Medicaid if applicable.
 - 2.6.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.6.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.6.4. Determining eligibility per He-M 523 the process of which is:
 - 2.6.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.6.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.6.4.3. The Contractor reviews the completed form.
 - 2.6.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.6.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.6.4.6. Eligibility is re-determined annually.
- 2.7. The Contractor shall model the principles of family support in all Program activities including, but not limited to planning, governance, and administration, by:
 - 2.7.1. Working with the family to complete a child or youth and family needs assessment and action plan.



Exhibit A Amendment #1

- 2.7.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.7.2.1. Medical, health, and insurance.
 - 2.7.2.2. Community, transition, and independence
- 2.7.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.7.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.8. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.8.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.8.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.8.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.8.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.8.4.1. Providing families with all information in ways that best match their processing style.
 - 2.8.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.8.4.3. Supporting the family's decisions and cultural needs.
 - 2.8.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
 - 2.8.6. Assisting families with accessing services that provide financial assistance, services and entitlements, inclusive community recreation, and special training.
 - 2.8.7. Organizing projects and events that families and youth can participate in and thereby meet other families with similar issues.
 - 2.8.8. Ensuring that all families have a medical home, are able to navigate the health insurance marketplace, and are enrolled in the Health Insurance Premium Payment (HIPPP) program, if applicable.
- 2.9. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.



Exhibit A Amendment #1

- 2.10. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.10.1. Offering supportive listening.
 - 2.10.2. Being available to attend IEP or 504 meetings.
 - 2.10.3. Helping families write grants and apply for Medicaid.
 - 2.10.4. Providing feedback from other families that may be helpful.
 - 2.10.5. Coordinating opportunities for respite.
 - 2.10.6. Empowering families so they are best able to advocate for themselves.
 - 2.10.7. Empowering and supporting families as they advocate for modifications or services within the school district.
 - 2.10.8. Helping families to identify services they are eligible for and assisting them through the application process.
 - 2.10.9. Coaching families on how to have productive conversations with medical professionals or other providers within the community.
- 2.11. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in each of their four (4) regions.
- 2.12. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.13. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new applications, and annual updates, for all youth 14 years of age and older.
- 2.14. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) which shall include, but not be limited to trainings regarding:
 - 2.14.1. Motivational interviewing.
 - 2.14.2. Person-centered case planning.
 - 2.14.3. Trauma informed care.
 - 2.14.4. Cultural diversity.
 - 2.14.5. The culture of poverty.
 - 2.14.6. Workplace safety.
- 2.15. The Contractor shall assist families with identifying priorities and needs while increasing independence in managing their child's chronic health condition which includes, but is not limited to:
 - 2.15.1. Using a person-centered, family-driven approach to service delivery.
 - 2.15.2. Meeting with families and children or young adults to identify how the PIH program can help them where goals and needs are identified by the family.
 - 2.15.3. Coaching and mentoring as a strategy for empowering families to achieve their goals.



Exhibit A Amendment #1

- 2.15.4. Providing education for families to assist them with learning about their child's illness and available resources in a supportive environment.
- 2.15.5. Helping families find and apply for grants to meet the needs of their children with chronic health conditions including, but not limited to:
 - 2.15.5.1. Medical equipment.
 - 2.15.5.2. Home modifications.
 - 2.15.5.3. Recreational opportunities.
- 2.15.6. Teaching parents how to research grants at both the local and national level and assist them with the application process.
- 2.15.7. Introducing families to the NH Leadership Series, which is a seven (7) month program offered through the Institute on Disabilities that provides parents with state of the art information and strategies to effectively impact local and state organizations on issues related to individuals with disabilities.
- 2.16. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.17. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.18. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.18.1. Maintaining two (2) committees that collect analyze and refine data as well as implement the necessary changes to improve service delivery.
 - 2.18.1.1. The Programmatic Quality Improvement (PQI) committee performs program reviews of clinical practice as well as defines and analyzes data and outcomes to ensure the provision of quality services.
 - 2.18.1.2. The Compliance Organizational Welfare Risk Management (COR) committee is responsible for all risk management including, but not limited to, mandatory reporting, staff accidents, client incidents, staff grievances, and client complaints.
 - 2.18.2. Reviewing Quality Improvement reports and utilizes data to plan agency wide change efforts. Priorities for quality improvement are reviewed annually and plans for implementation are put in place. Senior managers shall work with program directors and supervisors to evaluate the implementation of process improvement activities.
 - 2.18.3. Auditing paperwork which shall include, but not be limited to:
 - 2.18.3.1. Client files on a quarterly basis.
 - 2.18.3.2. Billing paperwork on a semi-annual basis.



Exhibit A Amendment #1

- 2.18.3.3. Administrative paperwork on a semi-annual basis to ensure that client paperwork is in compliance with COA, HIPAA, and other state standards and that insurance billing matches documentation.
- 2.18.4. Auditing the clinical aspects of the program including assessment, treatment planning, and services provided on an annual basis. PIH staff shall review the results of these audits with their supervisor and make an improvement plan, if necessary.
- 2.18.5. Administering client satisfaction surveys twice a year.
- 2.19. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when a Family Support Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall provide additional supervisory oversight for the four regions for five (5) hours per week by an FSC acting in the capacity of a Program Supervisor whose duties shall include, but not be limited to:
 - 2.21.1. Supervision of Staff.
 - 2.21.2. Problem Solving.
 - 2.21.3. On-boarding.
 - 2.21.4. Quality Assurance.
- 2.22. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.23. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.23.1. PIH staff orientation.
 - 2.23.2. Database training.
 - 2.23.3. FSC monthly meeting.
 - 2.23.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.24. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:



Exhibit A Amendment #1

- 2.24.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
- 2.24.2. Monitoring CQI Plan progress.
- 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ at least one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSCs.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC) per each of their four (4) Regions. Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).
 - 3.2.5. The Contractor shall employ an FSC for five (5) additional hours per week as a Program Supervisor.

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.



Exhibit A Amendment #1

- 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.
- 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. Scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:



Exhibit A Amendment #1

- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

BAF

5/1/18

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Child and Family Services of New Hampshire-Berlin-Region 1									
Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions									
Budget Period: July 1, 2018-June 30, 2019									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,469.00	\$ -	\$ 18,469.00	\$ -	\$ -	\$ -	\$ 18,469.00	\$ -	\$ 18,469.00
2. Employee Benefits	\$ 6,147.00	\$ -	\$ 6,147.00	\$ -	\$ -	\$ -	\$ 6,147.00	\$ -	\$ 6,147.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 44,616.00	\$ -	\$ 44,616.00	\$ -	\$ -	\$ -	\$ 44,616.00	\$ -	\$ 44,616.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Upper Valley-Region 2 & 12

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 19,402.00	\$ -	\$ 19,402.00	\$ -	\$ -	\$ -	\$ 19,402.00	\$ -	\$ 19,402.00
2. Employee Benefits	\$ 6,158.00	\$ -	\$ 6,158.00	\$ -	\$ -	\$ -	\$ 6,158.00	\$ -	\$ 6,158.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 45,560.00	\$ -	\$ 45,560.00	\$ -	\$ -	\$ -	\$ 45,560.00	\$ -	\$ 45,560.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Concord-Region 4

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,837.00	\$ -	\$ 18,837.00	\$ -	\$ -	\$ -	\$ 18,837.00	\$ -	\$ 18,837.00
2. Employee Benefits	\$ 7,329.00	\$ -	\$ 7,329.00	\$ -	\$ -	\$ -	\$ 7,329.00	\$ -	\$ 7,329.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,166.00	\$ -	\$ 46,166.00	\$ -	\$ -	\$ -	\$ 46,166.00	\$ -	\$ 46,166.00
Indirect As A Percent of Direct		0.0%							

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Littleton-Region 13

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 14,823.00	\$ -	\$ 14,823.00	\$ -	\$ -	\$ -	\$ 14,823.00	\$ -	\$ 14,823.00
2. Employee Benefits	\$ 6,181.00	\$ -	\$ 6,181.00	\$ -	\$ -	\$ -	\$ 6,181.00	\$ -	\$ 6,181.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,004.00	\$ -	\$ 41,004.00	\$ -	\$ -	\$ -	\$ 41,004.00	\$ -	\$ 41,004.00

Indirect As A Percent of Direct

0.0%

Contractor Initials *BAF*
Date *5/1/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

BAF

5/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

BA

5/1/18



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

JA

5/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Region 1	Region 2 & 12	Region 4	Region 13
Berlin	Upper Valley	Concord	Littleton
Berlin	Acworth	Allenstown	Bath
Carroll	Charlestown	Andover	Benton
Clarksville	Claremont	Boscawen	Bethlehem
Colebrook	Cornish	Bow	Easton
Columbia	Croydon	Bradford	Franconia
Dalton	Goshen	Canterbury	Haverhill
Dixville	Grantham	Chichester	Landaff
Dummer	Langdon	Concord	Lincoln
Errol	Lempster	Danbury	Lisbon
Gorham	Newport	Deering	Littleton
Jefferson	Plainfield	Dunbarton	Livermore
Lancaster	Springfield	Epsom	Lyman
Milan	Sunapee	Franklin	Monroe
Northumberland	Unity	Henniker	Piermont
Pittsburg	Washington	Hill	Sugar Hill
Randolph	Canaan	Hillsboro	Warren
Shelburne	Dorchester	Hopkinton	Waterville
Stark	Enfield	Loudon	Woodstock
Stewartstown	Grafton	Newbury	Woodsville
Stratford	Hanover	New London	
Wentworth	Lebanon	Northfield	
Whitefield	Lyme	Pembroke	
	Orange	Pittsfield	
	Orford	Salisbury	
	Wentworth	Sutton	
		Warner	
		Weare	
		Webster	
		Wilmot	
		Windsor	

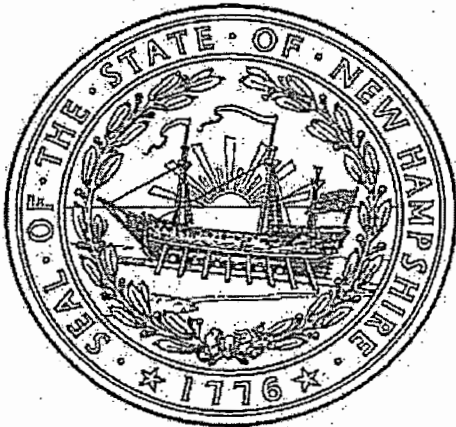
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE	Business ID:	62585
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	09/25/1914	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	09/25/1914		
Principal Office Address:	464 Chestnut Street,PO Box 448, Manchester, NH, 03105, USA	Mailing Address:	464 Chestnut StreetPO Box 448, Manchester, NH, 03105, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SOCIAL SERVICES	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 1st day of May, 2018.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of May, 2018.

By William Conrad
(Elected Officer of the Agency)



Commission Expires: 2/7/2023

Marybeth D'Amico
(Notary Public/Justice of the Peace)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: anicklin@crossagency.com		FAX (A/C No.): (603) 645-4331	
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Philadelphia Indemnity Ins Co		18058	
		INSURER B: Granite State Health Care and Human			
		INSURER C: Travelers Casualty & Surety Co of		31194	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 17-18 All/18-19 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1672681	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> Liquor Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							MED EXP (Any one person) \$ 5,000
	OTHER:							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB589194	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							AGGREGATE \$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HCHS20180000014 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT \$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Fidelity & Forgery			105912196	4/1/2017	4/1/2018	Limit \$500,000	
	Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

State of NH
DHHS
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

© 1988-2014 ACORD CORPORATION. All rights reserved.



Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

Child and Family Services of New Hampshire

Consolidated Financial Statements

For the Year Ended December 31, 2017

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
SUPPLEMENTAL INFORMATION:	
Consolidated Schedule of Operating Expenses	26

Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 28, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 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 consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2018 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 27, 2018

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Financial Position
December 31, 2017
(with comparative totals as of December 31, 2016)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Current Assets:					
Cash and cash equivalents	\$ 223,209	\$ 667,222	\$ -	\$ 890,431	\$ 1,032,696
Accounts receivable, net	884,748	-	-	884,748	603,415
Prepaid expenses	241,546	-	-	241,546	201,052
Contributions receivable	40,000	-	-	40,000	40,000
Total Current Assets	1,389,503	667,222	-	2,056,725	1,877,163
Investments	15,309,844	657,676	1,662,689	17,630,209	15,900,471
Beneficial interest held in trust	-	-	1,867,906	1,867,906	1,735,979
Property and equipment, net	5,340,055	926,307	-	6,266,362	6,321,651
TOTAL ASSETS	\$ 22,039,402	\$ 2,251,205	\$ 3,530,595	\$ 27,821,202	\$ 25,835,264
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 95,667	\$ -	\$ -	\$ 95,667	\$ 126,770
Accrued payroll and related expenses	666,502	-	-	666,502	816,144
Other liabilities	69,062	-	-	69,062	21,387
Bonds payable	140,000	-	-	140,000	135,000
Total Current Liabilities	971,231	-	-	971,231	1,099,301
Bonds payable, net of current portion	4,205,000	-	-	4,205,000	4,345,005
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	1,062,342	-	-	1,062,342	1,168,384
TOTAL LIABILITIES	7,488,573	-	-	7,488,573	7,862,690
Net Assets:					
Donor restricted	-	2,251,205	3,530,595	5,781,800	5,132,659
Board designated	15,309,844	-	-	15,309,844	14,027,737
Unrestricted	(759,015)	-	-	(759,015)	(1,187,822)
Total Net Assets	14,550,829	2,251,205	3,530,595	20,332,629	17,972,574
TOTAL LIABILITIES AND NET ASSETS	\$ 22,039,402	\$ 2,251,205	\$ 3,530,595	\$ 27,821,202	\$ 25,835,264

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Support and Revenue:					
Support:					
Contributions	\$ 376,950	\$ 1,080,728	\$ 265,005	\$ 1,722,683	\$ 1,203,158
Government grants	6,979,130	-	-	6,979,130	7,142,337
In-kind contributions	159,343	-	-	159,343	226,102
Income from special events, net	392,160	-	-	392,160	322,062
Revenue:					
Service fees	2,532,863	-	-	2,532,863	1,704,326
Other	32,023	-	-	32,023	14,630
Net assets released from restriction:					
Program releases	929,740	(929,740)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	75,206	(75,206)	-	-	-
Endowment transfer to support operations	694,255	-	-	694,255	735,308
Total Support and Revenue	<u>12,253,075</u>	<u>(5,623)</u>	<u>265,005</u>	<u>12,512,457</u>	<u>11,347,923</u>
Operating Expenses:					
Program services	10,374,824	-	-	10,374,824	9,975,559
Management and general	1,350,475	-	-	1,350,475	1,252,586
Fundraising	397,992	-	-	397,992	462,536
Total Operating Expenses	<u>12,123,291</u>	<u>-</u>	<u>-</u>	<u>12,123,291</u>	<u>11,690,681</u>
 Change in net assets before non-operating items	 129,784	 (5,623)	 265,005	 389,166	 (342,758)
Non-Operating Items:					
Investment income (loss)	2,168,644	257,832	-	2,426,476	1,156,056
Unrealized gain (loss) on interest rate swap	106,042	-	-	106,042	138,439
Change in beneficial interest	-	-	131,927	131,927	(119)
Interest income	699	-	-	699	12
Endowment transfer to support operations	(694,255)	-	-	(694,255)	(735,308)
Total Non-Operating Items	<u>1,581,130</u>	<u>257,832</u>	<u>131,927</u>	<u>1,970,889</u>	<u>559,080</u>
Change in net assets	1,710,914	252,209	396,932	2,360,055	216,322
Net Assets, Beginning of Year	<u>12,839,915</u>	<u>1,998,996</u>	<u>3,133,663</u>	<u>17,972,574</u>	<u>17,756,252</u>
Net Assets, End of Year	<u>\$ 14,550,829</u>	<u>\$ 2,251,205</u>	<u>\$ 3,530,595</u>	<u>\$ 20,332,629</u>	<u>\$ 17,972,574</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Functional Expenses
 For the Year Ended December 31, 2017
 (with comparative totals for the year ended December 31, 2016)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2017 Total</u>	<u>2016 Total</u>
Personnel expense:					
Salaries and wages	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	680,093	75,328	25,925	781,346	624,248
Payroll related costs	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	418,205	2,363	959	421,527	415,527
Contracted services	<u>485,786</u>	<u>44,338</u>	<u>16,950</u>	<u>547,074</u>	<u>537,359</u>
Subtotal personnel expense	8,072,423	1,017,306	339,968	9,429,697	8,937,328
Accounting	-	30,330	-	30,330	28,650
Assistance to individuals	744,299	-	-	744,299	681,368
Communications	145,684	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	29,850	12,376	3,493	45,719	62,030
Depreciation	248,160	68,590	-	316,750	322,236
In kind contributions	135,809	23,594	-	159,403	226,102
Insurance	64,583	7,550	2,545	74,678	75,539
Interest	229,449	70,600	-	300,049	291,014
Legal	-	27,320	-	27,320	54,911
Membership dues	18,203	20,019	2,404	40,626	29,614
Miscellaneous	30,645	10,129	2,291	43,065	142,533
Occupancy	393,419	24,954	8,195	426,568	397,580
Printing and publications	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	86,533	21,602	1,334	109,469	103,322
Supplies	82,804	7,879	2,303	92,986	73,795
Travel	<u>58,964</u>	<u>179</u>	<u>142</u>	<u>59,285</u>	<u>51,062</u>
Total Functional Expenses	\$ <u>10,374,824</u>	\$ <u>1,350,475</u>	\$ <u>397,992</u>	\$ <u>12,123,291</u>	\$ <u>11,690,681</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,360,055	\$ 216,322
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	316,750	322,236
Restricted contributions	(265,005)	(12,066)
Realized (gain) loss on investments	60,566	(363,382)
Unrealized (gain) loss on investments	(2,049,713)	(546,408)
Change in beneficial interest in trust	(131,927)	119
Change in interest rate swap	(106,042)	(138,439)
Changes in operating assets and liabilities:		
Accounts receivable	(281,333)	58,729
Prepaid expenses	(40,494)	(1,332)
Contributions receivable	-	(40,000)
Accounts payable	(31,103)	(57,023)
Accrued expenses	(149,642)	259,691
Other liabilities	<u>47,675</u>	<u>-</u>
Net Cash Provided (Used) By Operating Activities	(270,213)	(301,553)
Cash Flows From Investing Activities:		
Purchases of investments	(15,732,031)	(144,705)
Proceeds from sale of investments	15,991,440	684,043
Purchase of fixed assets	<u>(261,461)</u>	<u>(118,812)</u>
Net Cash Provided (Used) By Investing Activities	(2,052)	420,526
Cash Flows From Financing Activities:		
Restricted contributions	265,005	12,066
Payment of long term debt	<u>(135,005)</u>	<u>(125,000)</u>
Net Cash Provided (Used) By Financing Activities	<u>130,000</u>	<u>(112,934)</u>
Net Change in Cash and Cash Equivalents	(142,265)	6,039
Cash and Cash Equivalents, Beginning	<u>1,032,696</u>	<u>1,026,657</u>
Cash and Cash Equivalents, Ending	<u>\$ 890,431</u>	<u>\$ 1,032,696</u>
 SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 300,049</u>	<u>\$ 291,014</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Notes to Consolidated Financial Statements
For the Year Ended December 31, 2017

1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

2. Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

3. Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

4. Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with Generally Accepted Accounting Principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying 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 December 31, 2016, from which the summarized information was derived.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

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

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

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

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the

contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

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

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

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general 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.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire 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.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

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 consolidated financial statements.

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

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

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 promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 6) – Level 3.
- Recurring measurement of line of credit (Note 8) – Level 2.

- Recurring measurement of bonds payable and interest rate swap (Note 9) – Level 2.
- Recurring measurement of deferred loans (Note 10) – Level 2.

3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2017			2016		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 628,244	\$ (3,900)	\$ 624,344	\$ 497,717	\$ (4,700)	\$ 493,017
Fees for service	<u>260,404</u>	<u>-</u>	<u>260,404</u>	<u>110,398</u>	<u>-</u>	<u>110,398</u>
	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>

4. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

5. Investments

Investments at fair value consist of mutual funds totaling \$17,630,209 and \$15,900,471 at December 31, 2017 and 2016, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2017 and 2016, expenses relating to investment revenues, including management fees, amounted to \$27,771 and \$66,376, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2017 is 4.75% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for

identical investments as of the December 31, 2017. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2017 and 2016, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$868,099 and \$797,544, respectively. The Organization received \$32,744 and \$32,369 from the funds in 2017 and 2016, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2017</u>	<u>2016</u>
Greenleaf	100%	\$ 401,167	\$ 375,595
Spaulding	100%	336,123	315,182
Cogswell	50%	<u>262,517</u>	<u>247,658</u>
Total		<u>\$ 999,807</u>	<u>\$ 938,435</u>

In 2017 and 2016, income distributed by these trusts was \$61,372 and \$42,064, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no

observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2015	\$ 1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	<u>\$ 1,867,906</u>

7. 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	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,072,313	7,938,789
Furniture, fixtures, and equipment	796,686	699,160
Vehicles	101,585	88,391
Software	166,592	166,592
Construction in progress	<u>17,217</u>	<u>-</u>
Subtotal	10,269,342	10,007,881
Less: accumulated depreciation	<u>(4,002,980)</u>	<u>(3,686,230)</u>
Total	<u>\$ 6,266,362</u>	<u>\$ 6,321,651</u>

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2017 and was extended through June 30, 2018. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.50% at December 31, 2017), adjusted daily. At December 31, 2017, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were

issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2017 and 2016 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2017 and 2016, the Organization recorded the swap liability position of \$1,062,342 and \$1,168,384, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the

Organization to comply with certain financial covenants. As of December 31, 2017, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2018	\$ 140,000
2019	140,000
2020	150,000
2021	160,000
2022	160,000
Thereafter	<u>3,595,000</u>
	<u>\$ 4,345,000</u>

10. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

11. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Investments

As of December 31, 2017, the Board of Trustees had designated \$15,309,844 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy is 4.75% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2017 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 657,676	\$ 1,662,689	\$ 2,320,365
Board-designated endowment funds	<u>15,309,844</u>	<u>-</u>	<u>-</u>	<u>15,309,844</u>
Total funds	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

Changes in endowment net assets as of December 31, 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 14,027,737	\$ 475,050	\$ 1,397,684	\$ 15,900,471
Contributions	58,257	-	265,005	323,262
Withdrawals	(1,020,000)	-	-	(1,020,000)
Investment income	2,168,644	257,832	-	2,426,476
Net assets released from restriction	<u>75,206</u>	<u>(75,206)</u>	<u>-</u>	<u>-</u>
Endowment net assets, end of year	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

	<u>2017</u>	<u>2016</u>
Program restrictions:		
Camp	\$ 134,161	\$ 96,925
Child abuse prevention	322,306	194,372
Early intervention	2,000	7,000
Family counseling	20,860	44,588
Homecare	50,000	40,000
Human trafficking	6,000	-
Teen and youth	<u>131,895</u>	<u>133,350</u>
Subtotal	667,222	516,235
Capital campaign restrictions:		
Camp Pavillion	257,431	265,680
Camp Spaulding	249,224	299,000
Renovated teen center	215,463	232,037
Union Street	<u>204,189</u>	<u>210,994</u>
Subtotal	926,307	1,007,711
Cumulative appreciation on permanently restricted net assets	<u>657,676</u>	<u>475,050</u>
Total	<u>\$ 2,251,205</u>	<u>\$ 1,998,996</u>

13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

14. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2017, the total legal expense from related parties was \$20,663.

15. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2017 and 2016, respectively.

16. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$141,787 and \$129,338 for the years ended December 31, 2017 and 2016, respectively.

17. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

18. Subsequent Events

Subsequent events have been evaluated through March 27, 2018, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2017 Total	2016 Total
Salaries and wages	\$ 522,885	\$ 852,919	\$ 1,354,655	\$ 1,048,937	\$ 269,423	\$ 1,598,573	\$ 76,399	\$ 111,610	\$ 6,707	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	37,324	150,239	149,749	143,566	25,366	152,914	17,176	2,894	865	680,093	75,328	25,925	781,346	624,248
Payroll related costs	60,648	89,118	157,560	114,720	28,621	179,648	6,661	8,721	534	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	9,801	40,061	235,980	57,575	16,478	56,311	1,708	217	74	418,205	2,363	959	421,527	415,527
Contracted services	22,582	31,653	60,627	153,644	18,505	20,030	7,847	6,966	163,932	485,786	44,338	16,950	547,074	537,359
Accounting	-	-	-	-	-	-	-	-	-	-	30,330	-	30,330	28,650
Assistance to individuals	5,012	197,839	390,953	138,033	1,505	2,431	500	-	8,026	744,299	-	-	744,299	681,368
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,569	742	145,684	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	3,595	3,026	2,650	15,405	2,038	1,002	410	1,723	1	29,850	12,376	3,493	45,719	62,030
Depreciation	22,292	59,535	65,161	68,591	10,289	12,003	5,144	3,430	1,715	248,160	68,590	-	316,750	322,236
In-kind contributions	40	96,448	39,108	-	17	-	196	-	-	135,809	23,594	-	159,403	226,102
Insurance	5,371	10,827	18,268	14,174	3,224	10,907	752	833	227	64,583	7,550	2,545	74,678	75,539
Interest	22,944	35,300	67,070	70,600	10,590	12,355	5,295	3,530	1,765	229,449	70,600	-	300,049	291,014
Legal	-	-	-	-	-	-	-	-	-	-	27,320	-	27,320	54,911
Membership dues	1,795	1,024	1,425	6,195	450	6,514	-	800	-	18,203	20,019	2,404	40,626	29,614
Miscellaneous	1,904	4,475	9,008	3,468	4,316	6,800	176	220	278	30,645	10,129	2,291	43,065	142,533
Occupancy	36,936	128,658	107,440	67,757	9,760	36,536	2,575	3,394	363	393,419	24,954	8,195	426,568	397,580
Printing and publications	1,213	2,117	6,925	15,350	806	5,968	764	855	1	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	8,210	13,799	24,712	24,656	3,898	7,292	1,810	1,317	839	86,533	21,602	1,334	109,469	103,322
Supplies	5,700	29,306	19,274	11,666	1,734	13,904	575	598	47	82,804	7,879	2,303	92,986	73,795
Travel	1,511	30,689	7,144	14,168	862	3,940	176	219	275	58,964	179	142	59,285	51,062
Current year totals	\$ 779,813	\$ 1,817,531	\$ 2,757,646	\$ 1,993,722	\$ 412,763	\$ 2,147,569	\$ 130,493	\$ 148,896	\$ 186,391	\$ 10,374,824	\$ 1,350,475	\$ 397,992	\$ 12,123,291	
Prior year totals	\$ 626,445	\$ 1,661,117	\$ 2,817,039	\$ 1,917,314	\$ 453,488	\$ 2,027,667	\$ 140,574	\$ 128,068	\$ 203,847	\$ 9,975,559	\$ 1,252,586	\$ 462,536		\$ 11,690,681

See Independent Auditors' Report.

Board of Trustees

December 5th, 2017

Borja Alvarez de Toledo
President/CEO

Lauren Adams

Suzanne Boulter, MD

Elaine Brody

Bill Conrad

Maria Devlin

Tiffany Diamond

Kara Dougherty

Wendy Gladstone

Lou Kaucic

Brad Kuster

Peggy Lambert

Kirk Leoni

Marilyn Mahoney

Lyndsee Paskalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins

Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300

alvarezdetoledob@cfsnh.org

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor. Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ gagnonm@cfsnh.org

SKILLS SUMMARY

- | | | |
|---------------------|------------------------------|---------------------|
| ~Project Management | ~Non-Profit Operations | ~Strategic Planning |
| ~Project Evaluation | ~Budget Development | ~Staff Recruitment |
| ~Data to Manage | ~Local/Federal Grant Writing | ~Staff supervision |

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)

Senior Vice President, Chief Operating Officer

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

CHILD ADVOCACY CENTER – Hillsborough County, New Hampshire (2010 to 2011)

Executive Director

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events; utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

NEW FUTURES – Exeter, New Hampshire (2005 to 2009)

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)

State Director

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

ADDITIONAL PROFESSIONAL EXPERIENCE

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)

Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)

Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)

Completed feasibility study for the NH Dental Association (2011)

EDUCATION

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

ANTHONY F. CHEEK, JR.

464 Chestnut St.
Manchester, NH 03105
Phone: (603) 518-4113
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present *Vice President/CFO*

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.

3/07- 1/11 Fountains America, Inc., Pittsfield, NH
Vice President/Director of Finance

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH
Director of Finance (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

communication and optimize operations.

- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:
1986

Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

MELISSA ANNE HUGENER, OTR/L

PROFESSIONAL EXPERIENCE:

Program Director of Child Health and Wellness/Staff Occupational Therapist

Child and Family Services of NH, Exeter, NH

May 2003 – present

- Supervision of Early Supports and Services and Partners in Health staff, assuring quality services to families, staff competence and adherence to federal and state mandates for provision of services
- Day to day management of ESS and PIH programs, coordinating staff meetings, recruiting and hiring for open positions, budgeting, maintenance of program databases, PQI planning and implementation, etc
- Coordination with One Sky and BDS to meet program requirements, and preparation of materials for Medicaid and State Monitoring Reviews
- Collaboration with other ESS Program Directors throughout NH, and other programs/committees (ICC, PIC, preschool programs, BDS personnel, etc) to enhance early childhood programming throughout the state, and involvement in several statewide workgroups and advisory committees to improve early childhood systems (such as SSECT, Strategic Planning Public Awareness group, Healthy Families America committee)
- Responsible for maintaining a full caseload of ESS clients, to evaluate and treat children with a wide range of medical and developmental disabilities, as well as working with families to connect them with other CFS and state or local programs to meet their needs

Staff Occupational Therapist

Developmental Therapy Services, Merrimack, NH

February 2002 – May 2003

- Evaluation, treatment and service coordination for early intervention, clinic setting, and school-based populations, utilizing SI, developmental and biomechanical treatment techniques in group and individual therapy sessions; development of IFSPs and IEPs; classroom consultation and treatment in natural environments

Easter Seals Superior California, Sacramento, CA

January 2000 – January 2002

- Assisted with the development of the Early Start program for EI services, developed an ongoing aquatic therapy class for families of children with special needs, served as a member of Management Information Systems Team (providing computer and network support to staff), and provided comprehensive, multidisciplinary assessments and ongoing therapy services in early intervention, clinic and school settings

Developmental Evaluation Center, Fayetteville, NC

May 1998 – November 1999

- Provided comprehensive developmental assessments and treatment for children ages birth – 10, assisted with weekly feeding and augmentative communication assessments, participated in weekly Neonatal Developmental Assessment Clinic, and developed a Parent Resource Library

EDUCATION AND CREDENTIALS:

Bachelor of Science in Occupational Therapy, Psychology Minor, Summa Cum Laude
University of Hartford, West Hartford, CT May 1998

- National Board Certification in Occupational Therapy
- OT License, State of NH Office of Allied Health Professions
- Current CPR/First Aid Certification
- Completion of NH Leadership Series
- Continuing Education and Advanced Practice in Sensory Integration and Processing, Feeding and Swallowing Disorders, Autism, Prematurity, Infant Mental Health and Assistive Technology

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$180,000	0	0
Maria Gagnon	COO	\$102,586	0	0
Anthony Cheek	CFO	\$100,339	0	0
Melissa Hugener	Program Director	\$65,832	5%	\$3,292



23 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. 5023
 Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

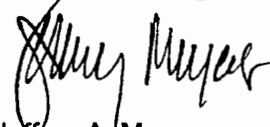
Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions and their families will be impacted. They will not have access to the supportive services necessary to maintain their health at optimum levels, and parents will struggle to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

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

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

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Child & Family Services
2. Central NH VNA & Hospice
3. Community Crossroads
4. Community Partners
5. Families First
6. Gateways Community Services
7. VNA Home Health & Hospice Srvc
8. Monadnock Developmental Srvc
9. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-03)

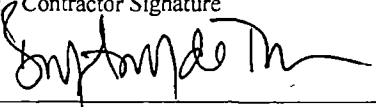
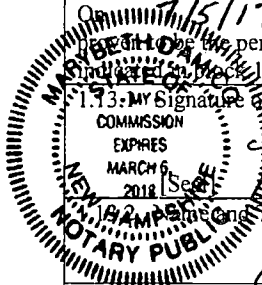
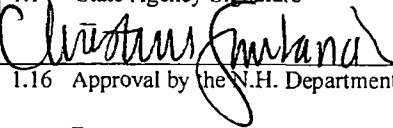
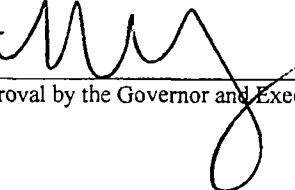
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$177,346.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SOJEA ALVAREZ DE TOLEDO President & CEO	
1.13 Acknowledgement: State of _____, County of _____ On <u>7/15/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily by _____, the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of _____ in block 1.12.			
1.13: My Signature of Notary Public or Justice of the Peace  _____ Marybeth D'Amico			
Name and Title of Notary or Justice of the Peace Marybeth D'Amico, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Sankhaldas, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: _____ Attorney 7/31/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials BA
Date 9/5/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for the Regions listed below. The towns associated with the Regions are listed in Exhibit K.
 - 2.2.1. Region 1, the Berlin Region.
 - 2.2.2. Regions 2 and 12, the Upper Valley Region.
 - 2.2.3. Region 4, the Concord Region.
 - 2.2.4. Region 13, the Littleton Region.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH sites in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.



Exhibit A

- 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
 - 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide intake services by:
- 2.6.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.6.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.6.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.6.3.1. Department Application for Services.
 - 2.6.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.6.3.3. Consent to bill Medicaid if applicable.
 - 2.6.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.6.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.6.4. Determining eligibility per He-M 523 the process of which is:
 - 2.6.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.6.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.6.4.3. The Contractor reviews the completed form.
 - 2.6.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.6.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.6.4.6. Eligibility is re-determined annually.
- 2.7. The Contractor shall provide family support services including, but not limited to:
- 2.7.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.



Exhibit A

- 2.7.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.7.2.1. Medical, health, and insurance.
 - 2.7.2.2. Community, transition, and independence
- 2.7.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.7.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.8. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.8.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.8.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.8.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.8.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.8.4.1. Providing families with all information in ways that best match their processing style.
 - 2.8.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.8.4.3. Supporting the family's decisions and cultural needs.
 - 2.8.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
 - 2.8.6. Assisting families with accessing services that provide financial assistance, services and entitlements, inclusive community recreation, and special training.
 - 2.8.7. Organizing projects and events that families and youth can participate in and thereby meet other families with similar issues.
 - 2.8.8. Ensuring that all families have a medical home, are able to navigate the health insurance marketplace, and are enrolled in the Health Insurance Premium Payment (HIPP) program, if applicable.
- 2.9. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.



Exhibit A

- 2.10. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.10.1. Offering supportive listening.
 - 2.10.2. Being available to attend IEP or 504 meetings.
 - 2.10.3. Helping families write grants and apply for Medicaid.
 - 2.10.4. Providing feedback from other families that may be helpful.
 - 2.10.5. Coordinating opportunities for respite.
 - 2.10.6. Empowering families so they are best able to advocate for themselves.
 - 2.10.7. Providing assistance through their program, Children's Lobby, which is an advocacy group for children in New Hampshire.
 - 2.10.8. Empowering and supporting families as they advocate for modifications or services within the school district.
 - 2.10.9. Helping families to identify services they are eligible for and assisting them through the application process.
 - 2.10.10. Coaching families on how to have productive conversations with medical professionals or other providers within the community.
- 2.11. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in each of their four (4) regions.
- 2.12. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.13. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence.
- 2.14. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) which shall include, but not be limited to trainings regarding:
 - 2.14.1. Motivational interviewing.
 - 2.14.2. Person-centered case planning.
 - 2.14.3. Trauma informed care.
 - 2.14.4. Cultural diversity.
 - 2.14.5. The culture of poverty.
 - 2.14.6. Workplace safety.
- 2.15. The Contractor shall assist families with identifying priorities and needs while increasing independence in managing their child's chronic health condition which includes, but is not limited to:
 - 2.15.1. Using a person-centered, family-driven approach to service delivery.
 - 2.15.2. Meeting with families and children or young adults to identify how the PIH program can help them where goals and needs are identified by the family.



Exhibit A

- 2.15.3. Coaching and mentoring as a strategy for empowering families to achieve their goals.
- 2.15.4. Providing education for families to assist them with learning about their child's illness and available resources in a supportive environment.
- 2.15.5. Helping families find and apply for grants to meet the needs of their children with chronic health conditions including, but not limited to:
 - 2.15.5.1. Medical equipment.
 - 2.15.5.2. Home modifications.
 - 2.15.5.3. Recreational opportunities.
- 2.15.6. Teaching parents how to research grants at both the local and national level and assist them with the application process.
- 2.15.7. Introducing families to the NH Leadership Series, which is a seven (7) month program offered through the Institute on Disabilities that provides parents with state of the art information and strategies to effectively impact local and state organizations on issues related to individuals with disabilities.
- 2.16. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.17. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.18. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.18.1. Maintaining two (2) committees that collect, analyze and refine data as well as implement the necessary changes to improve service delivery.
 - 2.18.1.1. The Programmatic Quality Improvement (PQI) committee performs program reviews of clinical practice as well as defines and analyzes data and outcomes to ensure the provision of quality services.
 - 2.18.1.2. The Compliance Organizational Welfare Risk Management (COR) committee is responsible for all risk management including, but not limited to, mandatory reporting, staff accidents, client incidents, staff grievances, and client complaints.
 - 2.18.2. Reviewing Quality Improvement reports and utilizes data to plan agency wide change efforts. Priorities for quality improvement are reviewed annually and plans for implementation are put in place. Senior managers shall work with program directors and supervisors to evaluate the implementation of process improvement activities.
 - 2.18.3. Auditing paperwork which shall include, but not be limited to:
 - 2.18.3.1. Client files on a quarterly basis.
 - 2.18.3.2. Billing paperwork on a semi-annual basis.



Exhibit A

- 2.18.3.3. Administrative paperwork on a semi-annual basis to ensure that client paperwork is in compliance with COA, HIPAA, and other state standards and that insurance billing matches documentation.
- 2.18.4. Auditing the clinical aspects of the program including assessment, treatment planning, and services provided on an annual basis. PIH staff shall review the results of these audits with their supervisor and make an improvement plan, if necessary.
- 2.18.5. Administering client satisfaction surveys twice a year.
- 2.19. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when a Family Support Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall provide additional supervisory oversight for the four regions for five (5) hours per week by an FSC acting in the capacity of a Program Supervisor whose duties shall include, but not be limited to:
 - 2.21.1. Supervision of Staff.
 - 2.21.2. Problem Solving.
 - 2.21.3. On-boarding.
 - 2.21.4. Quality Assurance.
- 2.22. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.23. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.23.1. PIH staff orientation.
 - 2.23.2. Database training.
 - 2.23.3. FSC monthly meeting.
 - 2.23.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.24. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.



Exhibit A

- 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ at least one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSCs.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC) per each of their four (4) Regions. Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).
 - 3.2.5. The Contractor shall employ an FSC for five (5) additional hours per week as a Program Supervisor.

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.



Exhibit A

- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper



Exhibit A

operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.

- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
 - 1.3. The Contractor shall provide a separate budget for each of the four (4) regions they are responsible for.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

- 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$161,772.00 for the State Fiscal Year.
3. The Contractor shall utilize \$80,000 (\$20,000 per site) of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$24,000 (\$6,000 per site) of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Berlin-Region 1

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,469.00	\$ -	\$ 18,469.00	\$ -	\$ -	\$ -	\$ 18,469.00	\$ -	\$ 18,469.00
2. Employee Benefits	\$ 6,147.00	\$ -	\$ 6,147.00	\$ -	\$ -	\$ -	\$ 6,147.00	\$ -	\$ 6,147.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 44,616.00	\$ -	\$ 44,616.00	\$ -	\$ -	\$ -	\$ 44,616.00	\$ -	\$ 44,616.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Upper Valley-Region 2 & 12

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 19,402.00	\$ -	\$ 19,402.00	\$ -	\$ -	\$ -	\$ 19,402.00	\$ -	\$ 19,402.00
2. Employee Benefits	\$ 6,158.00	\$ -	\$ 6,158.00	\$ -	\$ -	\$ -	\$ 6,158.00	\$ -	\$ 6,158.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 45,560.00	\$ -	\$ 45,560.00	\$ -	\$ -	\$ -	\$ 45,560.00	\$ -	\$ 45,560.00

Indirect As A Percent of Direct

0.0%

Contractor Initials Pat
Date 7/5/17

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Child and Family Services of New Hampshire-Concord-Region 4											
Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions											
Budget Period: July 1, 2017-June 30, 2018											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 18,837.00	\$ -	\$ 18,837.00	\$ -	\$ -	\$ -	\$ 18,837.00	\$ -	\$ 18,837.00		
2. Employee Benefits	\$ 7,329.00	\$ -	\$ 7,329.00	\$ -	\$ -	\$ -	\$ 7,329.00	\$ -	\$ 7,329.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 46,166.00	\$ -	\$ 46,166.00	\$ -	\$ -	\$ -	\$ 46,166.00	\$ -	\$ 46,166.00		

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Littleton-Region 13

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 14,823.00	\$ -	\$ 14,823.00	\$ -	\$ -	\$ -	\$ 14,823.00	\$ -	\$ 14,823.00
2. Employee Benefits	\$ 6,181.00	\$ -	\$ 6,181.00	\$ -	\$ -	\$ -	\$ 6,181.00	\$ -	\$ 6,181.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,004.00	\$ -	\$ 41,004.00	\$ -	\$ -	\$ -	\$ 41,004.00	\$ -	\$ 41,004.00

Indirect As A Percent of Direct 0.0%



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Crossroads, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 8 Commerce Drive, Unit 801 Atkinson, NH 03811.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 10, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 10.



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

State of New Hampshire
Department of Health and Human Services

5/14/18
Date

Christine Sanjane
Name: Christine Sanjane
Title: Director, DUTS

Community Crossroads, Inc.

4-30-18
Date

[Signature]
Name:
Title: Board President

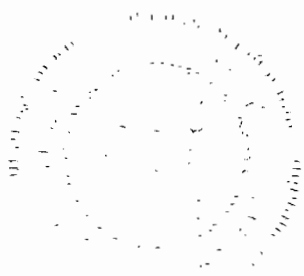
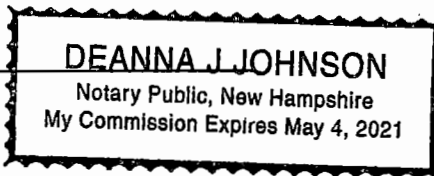
Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on April 30, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Deanna Johnson
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____





**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

OFFICE OF THE ATTORNEY GENERAL

5/19/18
Date

[Handwritten Signature]
Name: *Megan A. Fedy*
Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 10, the Derry region. The towns associated with Region 10 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.



Exhibit A Amendment #1

- 2.5.5. Needs Assessment which utilizes a strength-based approach and helps the family to build upon these strengths.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction which may include, but is not limited to:
 - 2.5.6.1. **Policy Partners Program:** This seven-month series is designed to teach family members the skills necessary to influence decision makers at all levels of government.
 - 2.5.6.2. **NH Leadership Series:** This learning opportunity through the University of New Hampshire Institute on Disability trains families to be effective advocates for their children regardless of age or disability.
 - 2.5.6.3. **Family Support Council Trainings:** The Contractor's Family Support Council has been very active in sponsoring training opportunities for families.
 - 2.5.6.4. **John Norton Memorial Scholarship:** This award provides an opportunity for one family member each year to attend the week-long training in community organizing through the Gamaliel Institute in Chicago where they learn advanced advocacy skills.
 - 2.5.6.5. **Family Support Conference:** This annual conference, sponsored by the Department, gives families the opportunity to network with other families throughout the state and attend state of the art workshops. Each year, the Contractor's Family Support Council shall sponsor several families to attend the conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.8.1. NH Family Voices.
 - 2.8.2. Northeast Passage.

VF
4-30-18



Exhibit A Amendment #1

- 2.8.3. Southern NH Human Service Council.
- 2.8.4. Alexander Eastman Foundation.
- 2.8.5. Area towns Human Service Administrators.
- 2.8.6. Success by Six (Salem).
- 2.8.7. Area hospitals.
- 2.8.8. Easter Seals.
- 2.8.9. The Upper Room.
- 2.9. The Contractor shall build upon the existing relationship established with Gateways Derry PIH Family Council by:
 - 2.9.1. Involving the council in decision making in regards to supporting families of children with chronic health conditions.
 - 2.9.2. Training.
 - 2.9.3. Fundraising initiatives.
 - 2.9.4. Community outreach.
 - 2.9.5. Oversight of their discretionary spending.
- 2.10. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) who will bring the knowledge and skills from these educational opportunities to the families being served. Trainings shall include, but not be limited to:
 - 2.10.1. Motivational Interviewing.
 - 2.10.2. Collaboration.
 - 2.10.3. Person Centered Planning.
 - 2.10.4. Diabetes Education.
 - 2.10.5. Healthy Homes.
 - 2.10.6. Cultural Competency.
 - 2.10.7. Transition Summits.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.13. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.14. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.14.1. Employing a full-time Director of Quality Improvement.



Exhibit A Amendment #1

- 2.14.2. Participating in the National Core Indicators project, which is a voluntary effort by public developmental disabilities agencies to measure and track their own performance
- 2.14.3. Maintaining membership and participating in the Community Support Network, Inc. (CSNI) Quality Improvement Committee monthly to review quality indicators.
- 2.14.4. Engaging in a comprehensive planning process resulting in a succession of three (3) year strategic plans which have repeatedly been identified as "best practices" by Department reviewers.
- 2.15. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.16. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annual update applications for all youth 14 years of age and older.
- 2.17. The Contractor shall provide intake services by:
 - 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:
 - 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.
 - 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.



Exhibit A Amendment #1

- 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
- 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall model the principles of family support in all Program activities including, but not limited to, planning, governance, and administration, by:
 - 2.18.1. Working with the family to complete a child/youth and family needs assessment and action plan.
 - 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.18.2.1. Medical, health, and insurance.
 - 2.18.2.2. Community, transition, and independence
 - 2.18.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.19.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.19.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.19.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.19.4.1. Providing families with all information in ways that best match their processing style.
 - 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.19.4.3. Supporting the family's decisions and cultural needs.
 - 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:

VF
4-30-18



Exhibit A Amendment #1

- 2.20.1. Routine phone or in person meetings, at least monthly.
- 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
- 2.20.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.23. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.23.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.23.2. Monitoring CQI Plan progress.
- 2.24. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.24.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.24.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ one (1) Director of Quality Improvement.
- 3.3. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.3.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.3.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver



Exhibit A Amendment #1

may be granted based on the need of the program, the individual's experience, and/or additional training.

- 3.3.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.3.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.3.4.1. Full name with middle initial.
 - 3.3.4.2. Official start date or end date.
 - 3.3.4.3. A work phone number and email.
 - 3.3.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.



Exhibit A Amendment #1

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.



Exhibit A Amendment #1

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Crossroads, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor/Share/Match			Funded by/DHHS/contract/share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 38,811.00	\$ 1,900.00	\$ 38,711.00	\$ 23,051.00	\$ 1,900.00	\$ 24,951.00	\$ 13,760.00	\$ -	\$ 13,760.00
2. Employee Benefits	\$ 11,450.00	\$ 600.00	\$ 12,050.00	\$ 7,185.00	\$ 600.00	\$ 7,785.00	\$ 4,265.00	\$ -	\$ 4,265.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
6. Travel	\$ 670.00	\$ -	\$ 670.00	\$ 670.00	\$ -	\$ 670.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): FLEX spending	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Agency In-Kind Support	\$ -	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ -	\$ -
Grants Awarded for Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ -
TOTAL	\$ 70,581.00	\$ 3,800.00	\$ 74,381.00	\$ 32,556.00	\$ 3,800.00	\$ 36,356.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

5.4%



DHHS Information Security Requirements

A. Definitions

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

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

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

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



DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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



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



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

4-30-18

Region 10
Derry
Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham

State of New Hampshire

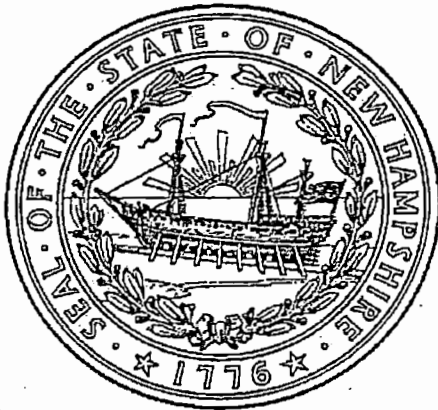
Department of State

CERTIFICATE

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

Business ID: 64839

Certificate Number : 0004083154



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John DeBaun, do hereby certify that:

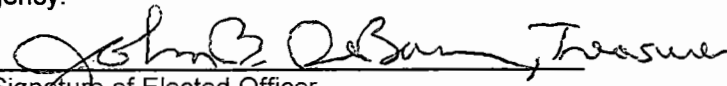
1. I am a duly elected Officer of Community Crossroads Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2018;

RESOLVED: That the President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 1st day of May, 2018.

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

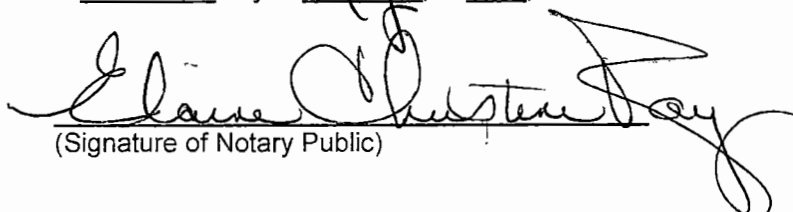

Signature of Elected Officer

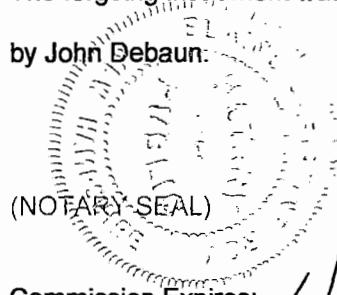
STATE OF NEW HAMPSHIRE

County of Roxingham

The forgoing instrument was acknowledged before me this 1st day of May, 2018.

by John Debaun:


(Signature of Notary Public)



Commission Expires: 6/18/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Carrie Morgan PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: NY Marine & General Ins Co</td> <td>16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: NY Marine & General Ins Co	16608	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Philadelphia Indemnity Ins Co	18058													
INSURER B: NY Marine & General Ins Co	16608													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Community Crossroads, Inc. 8 Commerce Drive Atkinson NH 03811														

COVERAGES **CERTIFICATE NUMBER:** 17-18 All lines w/E. Dish **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1733968	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1733969	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB606102	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC201700007486 (3a.) NH All officers included	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		PHPK1733968	11/1/2017	11/1/2018	Employee Dishonesty 500,000 Deductible 5,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept of Health & Human Services (DHHS) 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/JSC <i>Jalitha Franggos</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

Mission

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

Vision for Those We Serve

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

We envision a day when they will live full and independent lives – lives that include:

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

Guiding Principles

We believe that those we serve:

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

We believe that in order to achieve our mission we must...

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

Financial Statements

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 – 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets	4
Statements of Cash Flows	5
Statements of Functional Expenses	6 – 7
Notes to Financial Statements	8 – 17
Supplemental Schedules:	
Schedules of Functional Revenues	18 – 19

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

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

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

*Lone, McDonnell & Roberts
Professional Association*

January 24, 2018
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,412,189	\$ 1,945,422
Accounts receivable	2,085,068	2,211,438
Due from other area agencies	3,372	12,925
Investments	782,234	710,571
Other current assets	<u>59,227</u>	<u>82,123</u>
Total current assets	<u>4,342,090</u>	<u>4,962,479</u>
PROPERTY AND EQUIPMENT, NET	<u>1,091,789</u>	<u>1,139,884</u>
Total assets	<u>\$ 5,433,879</u>	<u>\$ 6,102,363</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 62,382	\$ 60,244
Accounts payable	1,518,586	1,543,321
Refundable advances	618,505	1,008,031
Accrued expenses	49,205	74,911
Accrued payroll, benefits and related taxes	<u>263,015</u>	<u>297,142</u>
Total current liabilities	<u>2,511,693</u>	<u>2,983,649</u>
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>617,585</u>	<u>679,635</u>
Total liabilities	3,129,278	3,663,284
NET ASSETS		
Unrestricted	<u>2,304,601</u>	<u>2,439,079</u>
Total liabilities and net assets	<u>\$ 5,433,879</u>	<u>\$ 6,102,363</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
SUPPORT AND REVENUES		
Medicaid	\$ 22,970,165	\$ 22,886,509
State of NH - DHHS	1,220,848	913,055
Federal grant - DHHS	257,127	435,034
Rent income	125,871	146,146
Client resources	140,962	134,822
Third party insurance	14,901	14,279
Production/service income	51,979	161,389
Residential fees	129,428	138,863
Contributions and miscellaneous grants	7,715	6,592
Interest and dividends	35,427	30,173
Net realized gain on investments	14,626	16,284
Net unrealized gain (loss) on investments	21,174	(41,148)
Gain on sale of equipment	1,000	1,500
Fundraising	90,360	127,692
Other revenues	21,424	15,913
	<u>25,103,007</u>	<u>24,987,103</u>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,143,269	1,322,666
Other DHHS funded programs	22,493,911	21,956,188
	<u>23,637,180</u>	<u>23,278,854</u>
Total program services		
Supporting Activities:		
General management	1,342,782	1,304,533
Rental property management	165,440	149,084
Fundraising	92,083	90,342
	<u>1,600,305</u>	<u>1,543,959</u>
Total supporting activities		
Total functional expenses	<u>25,237,485</u>	<u>24,822,813</u>
(DECREASE) INCREASE IN NET ASSETS	(134,478)	164,290
NET ASSETS, BEGINNING OF YEAR	<u>2,439,079</u>	<u>2,274,789</u>
NET ASSETS, END OF YEAR	<u>\$ 2,304,601</u>	<u>\$ 2,439,079</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (134,478)	\$ 164,290
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	121,040	110,000
Net realized gain on investments	(14,626)	(16,284)
Net unrealized (gain) loss on investments	(21,174)	41,148
Gain on sale of property and equipment	(1,000)	(1,500)
Changes in operating assets and liabilities:		
Accounts receivable	126,370	(1,158,420)
Due from other area agencies	9,553	(10,473)
Other current assets	22,896	(2,412)
Accounts payable	(24,735)	(14,156)
Refundable advances	(389,526)	(123,246)
Accrued expenses	(25,706)	9,286
Accrued payroll, benefits and related taxes	(34,127)	60,659
NET CASH USED IN OPERATING ACTIVITIES	<u>(365,513)</u>	<u>(941,108)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(72,945)	(93,778)
Purchase of investments	(110,515)	(352,726)
Proceeds from sale of equipment	1,000	1,500
Proceeds from sale of investments	74,652	327,397
NET CASH USED IN INVESTING ACTIVITIES	<u>(107,808)</u>	<u>(117,607)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	(59,912)	(59,805)
NET CASH USED IN FINANCING ACTIVITIES	<u>(59,912)</u>	<u>(59,805)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(533,233)	(1,118,520)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>1,945,422</u>	<u>3,063,942</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,412,189</u>	<u>\$ 1,945,422</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 26,410</u>	<u>\$ 26,649</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

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

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs
Salaries, wages, benefits and taxes	\$ 812,767	\$ 302,589	\$ -	\$ 53,431	\$ -	\$ -
Direct care contracted staff	4,247	1,856	289,651	-	131,581	-
Client evaluations	37,002	-	-	1,044,982	-	-
Medical and therapies	18,642	-	-	-	-	-
Accounting	-	-	-	-	-	-
Audit fees	-	-	-	-	-	-
Legal fees	2,963	850	-	195	-	-
Other professional fees	74,419	944	-	228,886	-	190
Subcontractors	-	-	-	-	3,451,034	-
Family Stipend for 521/525 services	-	-	-	-	-	-
Staff development	3,682	1,922	-	-	-	311,849
Mortgage expense	-	-	-	-	-	-
Utilities	9,002	2,582	-	591	-	-
Maintenance and repairs	9,678	2,777	-	636	-	-
Payment in lieu of taxes	-	-	-	-	-	-
Other occupancy costs	11,570	3,320	-	760	-	-
Office supplies	23,039	4,847	-	1,110	-	-
Building and household	2,383	684	-	156	-	-
Client consumables	-	-	-	-	-	-
Equipment rental	10,900	3,127	-	716	-	-
Depreciation	-	-	-	-	-	-
Advertising	339	-	-	-	-	-
Printing	896	256	-	59	-	-
Telephone and communications	14,380	4,126	-	944	-	-
Postage and shipping	4,928	1,414	-	324	-	-
Travel	39,184	8,405	-	5,602	1,218	7
Assistance to individuals	30,619	102,942	-	-	-	-
Insurance	20,709	5,916	-	1,354	-	-
Membership dues	-	15	-	-	-	-
Family assistance	-	74,300	-	-	-	-
Other expenses	11,920	435	-	81	-	517
Total	\$ 1,143,269	\$ 523,307	\$ 289,651	\$ 1,339,827	\$ 3,583,833	\$ 312,563

See Notes to Financial Statements

Residential & Day	Program CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2017 Totals
692,782	\$ 240,423	\$ 2,101,992	\$ 946,548	\$ 3,048,540	\$ 74,348	\$ -	\$ 3,122,888
2,885,572	28	3,312,935	-	3,312,935	-	-	3,312,935
55,150	-	1,137,134	-	1,137,134	-	-	1,137,134
14,575	-	33,217	-	33,217	-	-	33,217
1,700	-	1,700	13,775	15,475	-	-	15,475
-	-	-	30,000	30,000	-	-	30,000
-	-	4,008	2,244	6,252	194	-	6,446
17,223	40	321,702	76,564	398,266	235	-	398,501
11,652,925	-	15,103,959	-	15,103,959	-	-	15,103,959
595,015	-	595,015	-	595,015	-	-	595,015
-	777	318,230	3,002	321,232	-	-	321,232
21,133	-	21,133	-	21,133	26,410	-	47,543
4,776	-	16,951	8,079	25,030	5,114	-	30,144
5,311	-	18,402	7,328	25,730	44,995	-	70,725
5,188	-	5,188	-	5,188	-	-	5,188
3,139	-	18,789	8,761	27,550	758	-	28,308
815	433	30,244	13,575	43,819	1,107	-	44,926
1,917	-	5,140	1,761	6,901	1,367	-	8,268
5,040	-	5,040	-	5,040	-	-	5,040
-	-	14,743	8,254	22,997	714	-	23,711
-	-	-	121,040	121,040	-	-	121,040
-	100	439	75	514	25	-	539
-	-	1,211	2,314	3,525	59	-	3,584
-	-	19,450	10,950	30,400	941	-	31,341
-	-	6,666	3,945	10,611	323	-	10,934
81,408	19,750	155,574	8,593	164,167	6,756	-	170,923
135,895	-	269,456	-	269,456	-	-	269,456
3,019	-	30,998	18,613	49,611	1,350	-	50,961
-	65	80	1,185	1,265	-	-	1,265
-	-	74,300	-	74,300	125	-	74,425
-	.531	13,484	56,176	69,660	619	92,083	162,362
16,182,583	\$ 262,147	\$ 23,637,180	\$ 1,342,782	\$ 24,979,962	\$ 165,440	\$ 92,083	\$ 25,237,485

COMMUNITY CROSSROADS, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Res &
Salaries, wages, benefits and taxes	\$ 871,264	\$ 282,233	\$ -	\$ 56,020	\$ -	\$ 413	\$ -
Direct care contracted staff	2,013	-	287,385	-	97,667	-	2
Client evaluations	28,646	-	-	1,111,275	90	-	-
Medical and therapies	28,192	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-
Audit fees	-	-	-	-	-	-	-
Legal fees	1,986	570	-	130	-	-	-
Other professional fees	185,321	1,218	-	94,501	-	-	-
Subcontractors	-	-	-	-	3,210,908	-	11
Family Stipend for 521/525 services	-	-	-	-	-	-	-
Staff development	778	1,642	-	-	-	214,559	-
Rent	-	-	-	-	-	-	-
Mortgage expense	-	-	-	-	-	-	-
Utilities	8,608	2,470	-	565	-	-	-
Maintenance and repairs	8,711	2,499	-	572	-	-	-
Other occupancy costs	12,144	3,485	-	798	-	-	-
Office supplies	14,369	4,088	-	936	-	-	-
Building and household	1,118	320	-	74	-	-	-
Client consumables	-	-	-	-	-	336	-
Equipment rental	10,988	3,153	-	722	-	-	-
Depreciation	-	-	-	-	-	-	-
Advertising	534	45	-	-	-	-	-
Printing	3,802	799	-	183	-	-	-
Telephone and communications	13,592	3,886	-	890	-	-	-
Postage and shipping	5,874	1,685	-	386	-	-	-
Travel	44,231	6,534	-	5,949	1,973	-	-
Assistance to individuals	50,240	135,571	-	-	-	-	-
Insurance	16,442	4,718	-	1,081	-	-	-
Membership dues	-	-	-	-	-	-	-
Family assistance	-	72,851	-	-	-	-	-
Other expenses	13,813	67	-	14	-	372	-
Total	\$ 1,322,666	\$ 527,834	\$ 287,385	\$ 1,274,096	\$ 3,310,638	\$ 215,680	\$ 1

See Notes to Financial Statements

ial	Program CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2016 Totals
,601	\$ 154,279	\$ 1,990,810	\$ 928,238	\$ 2,919,048	\$ 54,685	\$ -	\$ 2,973,733
,042	-	3,229,107	-	3,229,107	-	-	3,229,107
,417	-	1,200,428	-	1,200,428	-	-	1,200,428
,647	-	49,839	-	49,839	-	-	49,839
,667	-	1,667	10,910	12,577	-	-	12,577
-	-	-	33,700	33,700	-	-	33,700
-	-	2,686	1,608	4,294	25	-	4,319
,625	139	298,804	60,864	359,668	273	-	359,941
,221	-	15,032,129	-	15,032,129	-	-	15,032,129
,662	-	497,662	-	497,662	-	-	497,662
-	661	217,640	21,890	239,530	-	-	239,530
,500	-	4,500	-	4,500	-	-	4,500
,781	-	20,781	-	20,781	26,649	-	47,430
,207	-	20,850	6,847	27,697	5,254	-	32,951
,526	-	18,308	6,596	24,904	52,089	-	76,993
,405	-	24,832	9,196	34,028	795	-	34,823
,148	916	22,457	11,704	34,161	1,232	-	35,393
517	-	2,029	747	2,776	1,129	-	3,905
-	-	336	-	336	-	-	336
-	-	14,863	8,320	23,183	719	-	23,902
-	-	-	110,000	110,000	-	-	110,000
-	205	784	196	980	-	-	980
-	-	4,784	2,450	7,234	182	-	7,416
-	-	18,368	11,189	29,557	886	-	30,443
-	7	7,952	4,376	12,328	385	-	12,713
,103	13,988	148,778	10,730	159,508	2,779	-	162,287
,342	-	335,153	-	335,153	-	-	335,153
,932	-	25,173	13,787	38,960	1,077	-	40,037
-	65	65	-	65	-	-	65
-	-	72,851	-	72,851	-	-	72,851
-	952	15,218	51,185	66,403	925	90,342	157,670
<u>,343</u>	<u>\$ 171,212</u>	<u>\$ 23,278,854</u>	<u>\$ 1,304,533</u>	<u>\$ 24,583,387</u>	<u>\$ 149,084</u>	<u>\$ 90,342</u>	<u>\$ 24,822,813</u>

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in February 2008, for the period October 1, 2007 through September 30, 2012. In July 2012, August 2013, June 2014 and October 2015, the State extended the re-designation period for one additional year through September 2013, 2014, 2015 & 2016, respectively. The Organization achieved re-designation in April 2017, for the period of September 2016 through September 2021.

Method of Accounting

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

Basis of Presentation

The financial statement presentation follows the recommendations of FASB ASC 958 "*Not-for-Profit Entities – Presentation of Financial Statements*". Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2017 and 2016, the Organization had only unrestricted net assets.

Use of Estimates

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

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2017 and 2016. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

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

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2017 and 2016 were \$12,119 and \$14,811, respectively.

Investments

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

Accounts Receivable

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2017 and 2016. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

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

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

Depreciation expense for the years ended June 30, 2017 and 2016 was \$121,040 and \$110,000, respectively.

Income Taxes

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

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2015 - 2017), and has concluded that no provision for income tax is required in the Organization's financial statements.

Functional Allocation of Expenses

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

Restricted and Unrestricted Revenue and Support

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

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

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

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

The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2017 or 2016.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2017 and 2016 were approximately \$203,000 and \$193,000, respectively.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$1,064,000 and \$1,623,000 at June 30, 2017 and 2016, respectively. Of those excess amounts, \$933,000 and \$1,498,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2017, they were not uninsured. There was \$131,000 and \$125,000 uninsured at June 30, 2017 and 2016, respectively.

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

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

The Organization received approximately 92% of its funding from Medicaid for each of the years ended June 30, 2017 and 2016. At June 30, 2017 and 2016, Medicaid accounted for approximately \$2,044,000 and \$2,099,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 6% and 5% of its funding from DHHS for the years ended June 30, 2017 and 2016, respectively. At June 30, 2016, DHHS owed the Organization an amount on the fiscal year contract for 2016 of approximately \$68,000, which is included in the 2016 accounts receivable balance. The receivable is no longer outstanding at June 30, 2017.

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2017 and 2016 consists of the following:

	<u>Life In Years</u>	<u>2017</u>	<u>2016</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	472,389	457,894
Vehicles	5	89,548	80,747
Improvements	10-20	<u>584,036</u>	<u>558,586</u>
		3,149,689	3,100,943
Less accumulated depreciation		<u>(2,057,900)</u>	<u>(1,961,059)</u>
Total property and equipment, net		<u>\$ 1,091,789</u>	<u>\$ 1,139,884</u>

NOTE 4. INVESTMENTS

At June 30, 2017 and 2016, the Organization's investments consists of the following:

	<u>2017</u>		<u>2016</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 538,983	\$ 499,632	\$ 470,947	\$ 473,689
Exchange traded funds	<u>243,251</u>	<u>206,727</u>	<u>239,624</u>	<u>204,345</u>
Total	<u>\$ 782,234</u>	<u>\$ 706,359</u>	<u>\$ 710,571</u>	<u>\$ 678,034</u>

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

NOTE 5. FAIR VALUE MEASUREMENTS

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

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

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

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

Level 2 Inputs to the valuation methodology include:

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

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

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

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2017 and 2016.

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

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

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

As of June 30, 2017 and 2016, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2017</u>	<u>2016</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 60,813	\$ 55,165
Growth funds	238,978	214,533
Income funds	77,059	64,974
Bond funds	162,133	136,275
Exchange traded funds, at fair value:		
Fixed income funds	125,887	106,726
Capital appreciation funds	<u>117,364</u>	<u>132,898</u>
Total investments at fair value	<u>\$ 782,234</u>	<u>\$ 710,571</u>

NOTE 6. LONG TERM DEBT

Long term debt at June 30, 2017 and 2016 consists of the following:

	<u>2017</u>	<u>2016</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 3.18%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 126,310	\$ 135,911

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

364,969 395,380

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

160,179 168,220

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

28,509	40,368
<u>679,967</u>	<u>739,879</u>
Less current portion	<u>(60,244)</u>

Less current portion

<u>\$ 617,585</u>	<u>\$ 679,635</u>
-------------------	-------------------

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

2018	\$ 62,382
2019	64,665
2020	56,913
2021	55,554
2022	57,539
Thereafter	<u>382,914</u>
	<u>\$ 679,967</u>

NOTE 7. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There were no advances from the LOC during the years ended June 30, 2017 or 2016.

NOTE 8. REFUNDABLE ADVANCES

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

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

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$618,505 and \$1,008,031 at June 30, 2017 and 2016, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 9. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$105,561 and \$84,933 in 2017 and 2016, respectively.

NOTE 10. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$342,000 and \$303,000 as of June 30, 2017 and 2016, respectively.

NOTE 11. SPECIAL EVENTS AND FUNDRAISING

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

	<u>2017</u>	<u>2016</u>
Golf tournament revenue	\$ 46,668	\$ 35,799
Less: golf tournament expense	<u>(22,042)</u>	<u>(19,147)</u>
Net golf tournament revenue	<u>24,626</u>	<u>16,652</u>
Other special events revenue	37,651	36,021
Gaming activities	6,041	55,872
Less: other special events expenses	<u>(12,858)</u>	<u>(13,154)</u>
Net other special events revenue	<u>30,834</u>	<u>78,739</u>
Special events and fundraising, net	<u>\$ 55,460</u>	<u>\$ 95,391</u>

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 24, 2018, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

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

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Resi &
Medicaid	\$ 918,566	\$ 187,079	\$ 311,716	\$ 387,386	\$ 3,796,910	\$ -	\$ 1
State of NH - DHHS	-	-	-	-	-	-	-
Federal grant - DHHS	-	-	-	150,392	-	106,735	-
Rent income	-	-	-	-	-	-	-
Client resources	-	-	-	-	16,460	-	-
Third party insurance	-	-	-	14,901	-	-	-
Production/service income	-	-	-	-	-	-	-
Residential fees	-	-	-	-	-	-	-
Contributions and grants	-	-	-	-	-	-	-
Interest and dividends	-	-	-	-	-	-	-
Net realized gain on investments	-	-	-	-	-	-	-
Net unrealized gain on investments	-	-	-	-	-	-	-
Gain on sale of property & equipment	-	-	-	-	-	-	-
Other revenues	-	6,378	11,250	-	-	60	-
Total	\$ 918,566	\$ 193,457	\$ 322,966	\$ 552,679	\$ 3,813,370	\$ 106,795	\$ 1

See Independent Auditors' Report

al	Program CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2017 Total
1,772	\$ 286,736	\$ 22,970,165	\$ -	\$ 22,970,165	\$ -	\$ -	\$ -	\$ 22,970,165
-	-	-	1,222,032	1,222,032	(1,184)	-	-	1,220,848
-	-	257,127	-	257,127	-	-	-	257,127
-	-	-	-	-	125,871	-	-	125,871
1,502	-	140,962	-	140,962	-	-	-	140,962
-	-	14,901	-	14,901	-	-	-	14,901
-	-	-	51,979	51,979	-	-	-	51,979
1,428	-	129,428	-	129,428	-	-	-	129,428
-	-	-	7,715	7,715	-	-	-	7,715
-	-	-	33,171	33,171	2,256	-	-	35,427
-	-	-	-	-	-	-	14,626	14,626
-	-	-	-	-	-	-	21,174	21,174
-	-	-	-	-	-	-	1,000	1,000
-	-	17,688	3,736	21,424	-	90,360	-	111,784
1,702	\$ 286,736	\$ 23,530,271	\$ 1,318,633	\$ 24,848,904	\$ 126,943	\$ 90,360	\$ 36,800	\$ 25,103,007

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Resid & [
Medicaid	\$ 942,931	\$ 231,588	\$ 281,634	\$ 421,262	\$ 3,644,971	\$ -	\$ 17,
State of NH - DHHS	-	-	-	-	-	-	-
Federal grant - DHHS	-	-	-	329,925	-	105,109	-
Rent income	-	-	-	-	-	-	-
Client resources	-	-	-	-	17,611	-	-
Third party insurance	-	-	-	14,279	-	-	-
Production/service income	125,449	-	-	-	-	-	-
Residential fees	-	-	-	-	-	-	-
Contributions and miscellaneous grants	-	-	-	-	-	-	-
Interest and dividends	-	-	-	-	-	-	-
Net realized gain on investments	-	-	-	-	-	-	-
Net unrealized loss on investments	-	-	-	-	-	-	-
Gain on sale of property & equipment	-	-	-	-	-	-	-
Other revenues	-	-	15,000	10,650	-	20	-
Total	\$ 1,068,380	\$ 231,588	\$ 296,634	\$ 776,116	\$ 3,662,582	\$ 105,129	\$ 17,

See Independent Auditors' Report

	Program CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2016 Total
48	\$ 236,475	\$ 22,886,509	\$ -	\$ 22,886,509	\$ -	\$ -	\$ -	\$ 22,886,509
-	-	-	913,055	913,055	-	-	-	913,055
-	-	435,034	-	435,034	-	-	-	435,034
-	-	-	-	-	146,146	-	-	146,146
11	-	134,822	-	134,822	-	-	-	134,822
-	-	14,279	-	14,279	-	-	-	14,279
-	-	125,449	35,940	161,389	-	-	-	161,389
63	-	138,863	-	138,863	-	-	-	138,863
-	-	-	6,592	6,592	-	-	-	6,592
-	-	-	27,677	27,677	2,496	-	-	30,173
-	-	-	-	-	-	-	16,284	16,284
-	-	-	-	-	-	-	(41,148)	(41,148)
-	-	-	-	-	-	-	1,500	1,500
-	-	25,670	(12,934)	12,736	3,177	127,692	-	143,605
22	\$ 236,475	\$ 23,760,626	\$ 970,330	\$ 24,730,956	\$ 151,819	\$ 127,692	\$ (23,364)	\$ 24,987,103

Community Crossroads Board of Directors
Membership Roster

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

**© denotes Consumer

Officers:

Kenneth Ferreira, President KTFJR@comcast.net
 Jim Watson, Vice President
 John DeBaun, Treasurer cgolfer@comcast.net
 Cathy Forgit, Secretary

Updated 4/13/18

Dennis Powers

Summary of Qualifications

Professional Experience:

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

Non Profit Experience:

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

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

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

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

Executive Director

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

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

Director

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

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

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

Executive Director

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

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

1988 – 1990

Career Paths

Harrisonburg, Virginia

Chief Executive Officer

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

1985 – 1988

Department of Internal Medicine

Medical College of Virginia /

Virginia Commonwealth University

Richmond, Virginia

Administrator

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

1982 - 1985

Maryland Dept. of Health & Mental Hygiene
Mental Retardation & Developmental Disabilities Administration
Baltimore, Maryland

Director, Intensive Behavior Management Program

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

Director, Phillips Program

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

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

1977 – 1982

Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

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

Assistant Program Director

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

Unit Manager

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

1973 - 1977

Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

Team Leader

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

Developmental Technician

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

Developmental Aide

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

Education

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

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

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

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

Additional Professional Activities

- New Hampshire Managed Care Task Force
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of film "Lost in Laconia"
- Membership on various Legislative Study Committees

Community Board Memberships

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

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

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

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

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

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

1990-1992

Director of Service Coordination

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

1987-1992

Vocational Services Director

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

Education

2006 **Masters Degree in Business Administration**

Franklin Pierce College

Rindge NH

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

Merrimack College, North Andover, Ma

1980 **Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

**WILLIAM DILLON, CPA
13 NORTHRUP DRIVE**

- Certified Public Accountant**
- Master of Business Administration**
- 12 Years Accounting Experience**
 - 8 years supervisory level**
 - 4 years manufacturing experience**
 - 3+ years "Big 6" experience**
- Strong analytical and Lotus spreadsheet skills**
- Objective: Acquire position in upper management in accounting/finance field.**

EMPLOYMENT HISTORY:

Controller

Hanover Development Group, Exeter, NH

Managed all accounting functions and prepared, analyzed, interpreted and maintained all accounting records for this real estate development company. Spearheaded installation of computerized accounting and job costing system which resulted in more efficient reporting and the provision of more detailed information. Developed bank proposals and made presentations for project financing. Established construction budgets for analysis of investment worthiness. Responsible for cash flow projections, cash management and review. Extensive property management responsibilities. Supervised and trained accounting staff. 1987 - 1991 (last six months as consultant).

**Cost Accounting
Manager**

Warren Pumps, Inc., Warren, MA

Managed cost accounting department for this mid-size manufacturer. Established groundwork for revision and upgrade of standard cost system. Prepared and analyzed cost of goods sold statement for monthly financial reports. Directed the physical taking of and pricing of periodic inventories. Responsible for training and on-going staff supervision. 1986 - 1987.

Assistant Controller Guardian Industries Corporation, Webster, MA

Responsible for product standard cost implementation, monthly financial report preparation and analysis, product pricing, and customer credit limits. Supervise accounts payable, order entry, customer invoicing and review, and accounts receivable departments. 1983 - 1985.

Staff and Senior Auditor

Arthur Andersen & Co., Hartford, CT

Responsible for auditing financial reports and related information of various public and privately held corporations in the manufacturing, financial services and not-for-profit industries. 1980 - 1983.

EDUCATION AND CERTIFICATION:

Certified Public Accountant, 1983.

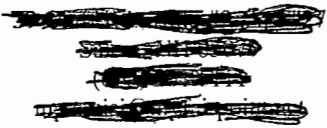
University of Miami
Masters in Business Administration, 1979.
Accounting Concentration

University of Vermont
Bachelor of Arts - Mathematics, 1975.

REFERENCES:

Available upon request.

MAURA K. PENNISI



EDUCATION

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

EXPERIENCE

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

HILL ASSOCIATES, Plaistow, NH 3/1999 - 11/1998
Accounts Receivable Representative
 Processed all information necessary to render and adjudicate claims, including collections and payment distribution for Claims Management customers for mental health billing company. Processed daily correspondence necessary to bill insurance carriers and special handling of claims. Referenced A/R reports to insure accuracy in billing weekly. Reconciled customer problems and complaints. Communicated frequently with insurance carriers via telephone or fax to verify claim status. Utilized collection follow-up reports to research outstanding claims daily. Processed denials regularly by researching reasons for denials and implementing a resolution.

DR. MICHAEL F. SANDLER, Salem, NH 6/1989 – 7/1996
Patient Accounts Representative
 Provided administrative support fifteen hours a week for a doctor of internal medicine. Calculated and billed statements to patients and insurance companies including HMO's, Medicare, Medicaid, Blue Cross and commercial insurers using mail and modems. Received and posted payments to accounts. Solcly responsible for reducing A/R by 80% by analyzing overdue balances and performing collection procedures by telephone and mail. Entered doctor's procedures for office visits and lab charges into computer utilizing Version 7 Medical Manager, Lotus and Q&A word processing software.

BANKEAST, Pelham, NH 11/1986 – 6/1989
Customer Service Representative
 Initial contact for customers to explain the bank's services. Excellent ability to understand the requirements of each individual and recommend the appropriate account to meet the customer's specific needs.

NORTHEAST REHABILITATION, Salem, NH 1/1986 – 11/1986
Assistant to Director of Patient/Family Services
 Discussed patients' particular medical/physical situations and referred them to the appropriate outside agency for further assistance. Scheduled appointments, typed correspondence, documented and followed through with problems. Operated the gift shop by opening and closing the store, totaling daily receipts, preparing bank deposits, reconciling statements, checking inventory, and ensuring volunteer coverage.

SEMICONDUCTOR CIRCUITS, Windham, NH 7/1984 – 10/1985
Distribution Sales Administration
 Interacted with distributors to place and expedite orders, quote lead times and cross reference parts. Worked with various departments in the production facility to resolve problems. Monitored and updated computer reports. Entered sales, credit and change orders and point of sales reports.

ST. JOHN'S HOSPITAL, Lowell, MA 2/1983 – 7/1984
Patient Account Representative
 Provided patients with financial information and guidance to insure the hospital received payment for services provided. Frequently used computer for data entry and retrieval. Communicated with insurance companies, attorneys and doctors to obtain necessary data. Analyzed financial data for accuracy and completeness. Recommended the assignment of accounts for collection. Handled credit and collections procedures and insurance benefits and policies.

ARLINGTON TRUST COMPANY, Lawrence, MA 9/1982 - 2/1983
Securities/Trade Clerk
 Responsible for stock transfers, placing and settling trustces' tradcs and distributing procceds from dividends and matured certificates. Had daily contact with Bank of New York and stockbrokers. Teller, management duties and customer service.

RELATED ACTIVITIES

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

	Community Crossroads, Inc.			
	Key Personnel			
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from This Contract
Maura Pennisi	PIH Coordinator	\$43,035.00	32.00%	\$13,760.00

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

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

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Child & Family Services
2. Central NH VNA & Hospice
3. Community Crossroads
4. Community Partners
5. Families First
6. Gateways Community Services
7. VNA Home Health & Hospice Srvc
8. Monadnock Developmental Srvc
9. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-04)

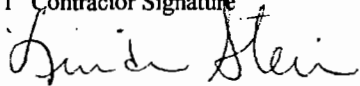
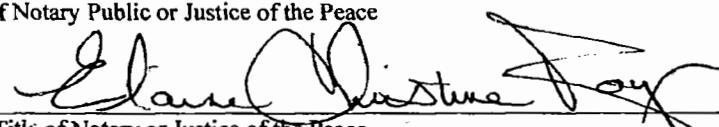
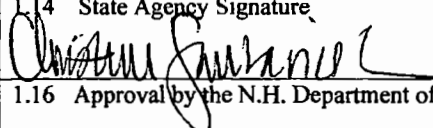
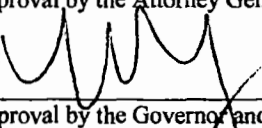
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

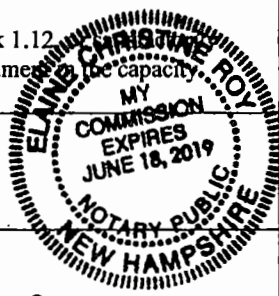
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive, Unit 801 Atkinson, NH 03811	
1.5 Contractor Phone Number 603-893-1299	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Linda Steir, Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>July 5, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12 proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

ll
7/5/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials LL
Date 7/5/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 10, the Derry region. The towns associated with Region 10 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

KL
7/5/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Needs Assessment which utilizes a strength-based approach and helps the family to build upon these strengths.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction which may include, but is not limited to:
 - 2.5.6.1. **Policy Partners Program:** This seven-month series is designed to teach family members the skills necessary to influence decision makers at all levels of government.
 - 2.5.6.2. **NH Leadership Series:** This learning opportunity through the University of New Hampshire Institute on Disability trains families to be effective advocates for their children regardless of age or disability.
 - 2.5.6.3. **Family Support Council Trainings:** The Contractor's Family Support Council has been very active in sponsoring training opportunities for families.
 - 2.5.6.4. **John Norton Memorial Scholarship:** This award provides an opportunity for one family member each year to attend the week-long training in community organizing through the Gamaliel Institute in Chicago where they learn advanced advocacy skills.
 - 2.5.6.5. **Family Support Conference:** This annual conference, sponsored by the Department, gives families the opportunity to network with other families throughout the state and attend state of the art workshops. Each year, the Contractor's Family Support Council shall sponsor several families to attend the conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:

[Handwritten Signature]

[Handwritten Date: 7/5/17]



Exhibit A

- 2.8.1. NH Family Voices.
- 2.8.2. Northeast Passage.
- 2.8.3. Southern NH Human Service Council.
- 2.8.4. Alexander Eastman Foundation.
- 2.8.5. Area towns Human Service Administrators.
- 2.8.6. Success by Six (Salem).
- 2.8.7. Area hospitals.
- 2.8.8. Easter Seals.
- 2.8.9. The Upper Room.
- 2.9. The Contractor shall build upon the existing relationship established with Gateways Derry PIH Family Council by:
 - 2.9.1. Involving the council in decision making in regards to supporting families of children with chronic health conditions.
 - 2.9.2. Training.
 - 2.9.3. Fundraising initiatives.
 - 2.9.4. Community outreach.
 - 2.9.5. Oversight of their discretionary spending.
- 2.10. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) who will bring the knowledge and skills from these educational opportunities to the families being served. Trainings shall include, but not be limited to:
 - 2.10.1. Motivational Interviewing.
 - 2.10.2. Collaboration.
 - 2.10.3. Person Centered Planning.
 - 2.10.4. Diabetes Education.
 - 2.10.5. Healthy Homes.
 - 2.10.6. Cultural Competency.
 - 2.10.7. Transition Summits.
 - 2.10.8. Motivational Interviewing.
 - 2.10.9. Collaboration.
 - 2.10.10. Person Centered Planning.
 - 2.10.11. Diabetes Education.
 - 2.10.12. Healthy Homes.
 - 2.10.13. Cultural Competency.
 - 2.10.14. Transition Summits.

LS

7/5/17



Exhibit A

- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.13. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.14. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.14.1. Employing a full-time Director of Quality Improvement.
 - 2.14.2. Participating in the National Core Indicators project, which is a voluntary effort by public developmental disabilities agencies to measure and track their own performance
 - 2.14.3. Maintaining membership and participating in the Community Support Network, Inc. (CSNI) Quality Improvement Committee monthly to review quality indicators.
 - 2.14.4. Engaging in a comprehensive planning process resulting in a succession of three (3) year strategic plans which have repeatedly been identified as "best practices" by Department reviewers.
- 2.15. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.16. The Contractor shall provide intake services by:
 - 2.16.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.16.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.16.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.16.3.1. Department Application for Services.
 - 2.16.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.16.3.3. Consent to bill Medicaid if applicable.
 - 2.16.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.16.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.16.4. Determining eligibility per He-M 523 the process of which is:

LS

7/5/17



Exhibit A

- 2.16.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.16.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.16.4.3. The Contractor reviews the completed form.
 - 2.16.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.16.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.16.4.6. Eligibility is re-determined annually.
- 2.17. The Contractor shall provide family support services including, but not limited to:
- 2.17.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.17.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.17.2.1. Medical, health, and insurance.
 - 2.17.2.2. Community, transition, and independence
 - 2.17.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.17.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.18. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.18.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.18.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.18.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.18.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.18.4.1. Providing families with all information in ways that best match their processing style.

LD

7/5/17



Exhibit A

- 2.18.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.18.4.3. Supporting the family's decisions and cultural needs.
- 2.18.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.19. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.19.1. Routine phone or in person meetings, at least monthly.
 - 2.19.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.19.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.20. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.21. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.21.1. PIH staff orientation.
 - 2.21.2. Database training.
 - 2.21.3. FSC monthly meetings.
 - 2.21.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.23. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.23.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.23.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ one (1) Director of Quality Improvement.
- 3.3. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.

af

7/5/17



Exhibit A

- 3.3.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
- 3.3.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.3.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.3.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.3.4.1. Full name with middle initial.
 - 3.3.4.2. Official start date or end date.
 - 3.3.4.3. A work phone number and email.
 - 3.3.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.

LD



Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

SL

7/5/17



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

Handwritten initials, possibly 'ZS', written in black ink.

7/5/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process



Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Handwritten initials, possibly 'AS', written in black ink.

Handwritten date '7/5/17' written in black ink.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Crossroads, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS Contract Allowance		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,811.00	\$ 1,800.00	\$ 38,711.00	\$ 23,051.00	\$ 1,800.00	\$ 24,951.00	\$ 13,760.00	\$ -	\$ 13,760.00
2. Employee Benefits	\$ 11,450.00	\$ 600.00	\$ 12,050.00	\$ 7,185.00	\$ 600.00	\$ 7,785.00	\$ 4,265.00	\$ -	\$ 4,265.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ 200.00
6. Travel	\$ 670.00	\$ -	\$ 670.00	\$ 670.00	\$ -	\$ 670.00	\$ -	\$ -	\$ 670.00
7. Occupancy	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ 200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): FLEX spending	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Agency In-Kind Support	\$ -	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ -	\$ (5,000.00)
Grants Awarded for Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ (10,000.00)
TOTAL	\$ 70,581.00	\$ 3,800.00	\$ 74,381.00	\$ 32,556.00	\$ 3,800.00	\$ 36,356.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

5.4%



SPECIAL PROVISIONS

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

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

JS

7/5/17



- 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.

LS

7/5/17



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

7/5/17



- 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.

LD

1/5/17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

LS

7/5/17



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this April 19th, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 100 Campus Drive Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 8, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 8.



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christine Santanello
Name: Christine Santanello
Title: Director, DITS

Families First of the Greater Seacoast

4/24/2018
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Stafford on April 24, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Simone Talbot
Signature of Notary Public or Justice of the Peace

Simone Talbot Executive Asst.
Name and Title of Notary or Justice of the Peace

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

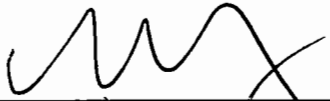


**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

OFFICE OF THE ATTORNEY GENERAL

5/18/19
Date


Name: Megan A. Lynch
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 8, the Portsmouth region. The towns associated with Region 8 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.



Exhibit A Amendment #1

- 2.5.5. Home visits for enrollment and subsequent visits.
- 2.5.6. Trainings by the Parent Information Center regarding the special education process, at least annually.
- 2.5.7. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.8. Family meetings to tailor the support for each family's needs, to update their applications, and to discuss their needs and goals for the year.
- 2.5.9. Parent education programs offered at the Contractor's place of business, free of charge, with free child care available.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall collaborate with partners to identify PIH-eligible families including, but not limited to:
 - 2.7.1. Medical providers.
 - 2.7.2. Early supports and services providers.
 - 2.7.3. The Department.
 - 2.7.4. Region VIII One Sky.
 - 2.7.5. Northeast Passage.
 - 2.7.6. The Parent Information Center.
 - 2.7.7. Easter Seals.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families including, but not limited to:
 - 2.8.1. Identifying and functioning as a liaison to community resources.
 - 2.8.2. Assisting families with applying for grants and scholarships to improve their quality of life.
 - 2.8.3. Helping families access federal programs such as Medicaid and state-based Home Care for Children with Severe Disabilities.
 - 2.8.4. Assisting families with interactions with insurance companies to determine parties responsible for outstanding medical bills.
 - 2.8.5. Being available for school meetings with parents and teachers.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Coordinating opportunities for respite.
 - 2.8.8. Empowering the family so they are best able to advocate for themselves.
 - 2.8.9. Offering supportive listening.
 - 2.8.10. Providing feedback from other families that may be helpful.



Exhibit A Amendment #1

- 2.9. The Contractor shall provide intake services by:
- 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall model the principles of family support in all Program activities, including but not limited to planning, governance, and administration, by:
- 2.10.1. Working with the family to complete a child/youth and family needs assessment and action plan.
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence
 - 2.10.3. Assisting young adults and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assessing and responding to the chronic health



Exhibit A Amendment #1

- conditions as well as accessing services, grants and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
- 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect including, but not limited to:
- 2.11.2.1. Inviting the family to be a partner in creating a service plan.
- 2.11.2.2. Incorporating unmet needs into the goal sheet.
- 2.11.2.3. Making referrals.
- 2.11.2.4. Supporting families so they may receive the services necessary to improve their quality of life.
- 2.11.2.5. Providing education regarding the child's illness.
- 2.11.2.6. Introducing the family to foundations specific to their child's condition.
- 2.11.2.7. Making connections between families that have a child with a similar diagnosis.
- 2.11.2.8. Reviewing the family's finances to determine if there is a need for budgeting education.
- 2.11.2.9. Assisting families with understanding available community resources such as food pantries and Rockingham Community Action.
- 2.11.2.10. Helping families access insurance programs through the state.
- 2.11.2.11. Connecting families with complex case coordinators who can help manage the overwhelming nature of a new diagnosis.
- 2.11.2.12. Inviting families to serve on the Family Council, where families receive information on what is occurring within the agency to support all families.
- 2.11.2.13. Encouraging the family to communicate their needs directly to the PIH Family Support Coordinator (FSC) or the Council.
- 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
- 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
- 2.11.4.1. Providing families with all information in ways that best match their processing style.



Exhibit A Amendment #1

- 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.11.4.3. Supporting the family's decisions and cultural needs.
- 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
- 2.12. The Contractor shall refer the family to the Department for medical care coordination and local organizations for support.
- 2.13. The Contractor shall meet State Leadership for the System of Care Goals.
 - 2.13.1. The Family Services Director shall maintain the comprehensive certification training on Standards of Quality for Family Strengthening and Support and has been appointed to the statewide Wellness and Primary Prevention Council, which is working to develop policies and processes to designate Family Resource Centers of Quality.
- 2.14. The Contractor shall meet System of Care Development Goals including, but not limited to:
 - 2.14.1. Providing child care free of charge to PIH families during office visits, Family Council meetings, and Families First parent education programs.
 - 2.14.2. Encouraging young clients over the age of thirteen (13) to join the Family Council as junior members.
 - 2.14.3. Sending out surveys to PIH families at least twice a year (including Families First's outcomes/satisfaction survey) to elicit feedback on services or activities parents feel would enhance the program.
 - 2.14.4. Encouraging PIH parents to attend the Leadership Series offered by the Institute on Disability, as well as the Volunteer Special Education Advocacy training through the Parent Information Center, to expand their knowledge of the legislative process and hone their advocacy skills.
 - 2.14.5. Providing services including, but not limited to:
 - 2.14.5.1. Primary care.
 - 2.14.5.2. Pediatric health care.
 - 2.14.5.3. Dental care.
 - 2.14.5.4. Behavioral health.
 - 2.14.5.5. Nutrition assistance.
 - 2.14.5.6. Parenting groups.
 - 2.14.5.7. Home visiting.
 - 2.14.5.8. Child care.
 - 2.14.6. Assisting PIH families with applying for state and federal programs such as Medicaid or the Home Care for Children with Severe Disabilities programs as appropriate.



Exhibit A Amendment #1

- 2.14.7. Assisting children who are transitioning from high school by providing each child approaching graduation a Transition Tool Kit which provides information and talking points to get parents and children talking about the next steps and aiding families on how to use the Kit most effectively.
- 2.14.8. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annually updated applications for all youths 14 years of age and older.
- 2.15. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.16. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.17. The Contractor shall ensure that FSC's attend training regarding motivational interviewing as part of the orientation process, and attend statewide training on person-centered planning.
- 2.18. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.19. The Contractor shall collaborate with the PIH Family Council, meeting monthly, and shall provide services including, but not limited to:
 - 2.19.1. Free child care when meetings are held at the Community Campus, and reimbursement for child care when meetings are held elsewhere.
 - 2.19.2. Activities for families which may include, but are not limited to:
 - 2.19.2.1. Movie nights.
 - 2.19.2.2. Workshops by Parent Information Center.
 - 2.19.2.3. A thank-you luncheon for parents.
 - 2.19.2.4. Three (3) events with Zebra Crossings.
 - 2.19.2.5. A workshop for parents on managing anxiety in children given by a psychologist.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which includes, but is not limited to PIH families completing a survey from the State that evaluates client satisfaction and provides feedback for sites.
- 2.22. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.



Exhibit A Amendment #1

- 2.23. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.23.1. Routine phone or in person meetings, at least monthly.
 - 2.23.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.23.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly, and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.25.1. PIH staff orientation.
 - 2.25.2. Database training.
 - 2.25.3. FSC monthly meetings.
 - 2.25.4. Quarterly FSC trainings provided by the State.
 - 2.25.5. Other training, technical assistance, supervision, and evaluation related activities as identified by the Department.
- 2.26. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.26.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.26.2. Monitoring CQI Plan progress.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 2.28. The Contractors shall increase relationships with area grant programs including, but not limited to:
 - 2.28.1. Womenaid.
 - 2.28.2. The Harry Gregg Foundation.
 - 2.28.3. Various diagnosis-specific programs.
- 2.29. The Contractor shall coordinate the distribution of donated items to needy families for the holidays.



Exhibit A Amendment #1

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.



Exhibit A Amendment #1

- 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.
- 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.



Exhibit A Amendment #1

- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2019 (7/1/18 - 6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 46,398.00	\$ -	\$ 46,398.00	\$ 28,373.00	\$ -	\$ 28,373.00	\$ 18,025.00	\$ -	\$ 18,025.00
2. Employee Benefits	\$ 8,305.00	\$ -	\$ 8,305.00	\$ 8,305.00	\$ -	\$ 8,305.00	\$ -	\$ -	\$ -
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	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIH Flex Funds For Families	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,703.00	\$ 8,230.00	\$ 85,933.00	\$ 39,678.00	\$ 8,230.00	\$ 47,908.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct 10.6%



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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



DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



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



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



Exhibit K

DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Region 8
Portsmouth
Brentwood
Deerfield
East Kingston
Epping
Exeter
Fremont
Greenland
Hampton
Hampton Falls
Kensington
Kingston
New Castle
Newfields
Newington
Newmarket
North Hampton
Northwood
Nottingham
Portsmouth
Raymond
Rye
Seabrook
South Hampton
Stratham

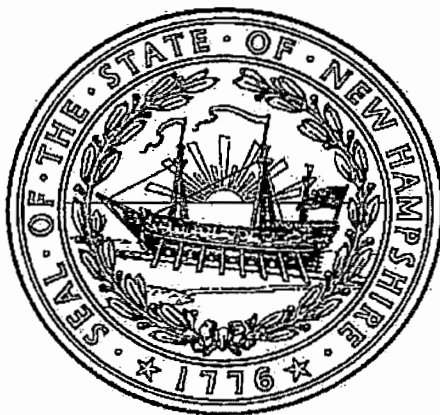
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Valerie Goodwin, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 22, 2018;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 26th, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 26th day of April, 2018.

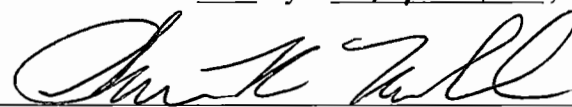


Valerie Goodwin, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 26th day of April, 2018 by Valerie Goodwin.



Notary Public/Justice of the Peace

My Commission Expires: _____ **SIMONE R. TALBOT, Notary Public**
State of New Hampshire
My Commission Expires September 13, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2018

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

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


PRODUCER Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214		CONTACT NAME: Edward Jackson PHONE (A/C, No, Ext): (603)926-7655 E-MAIL ADDRESS: edward@tobeymerill.com FAX (A/C, No): (603)926-2135	
INSURED Greater Seacoast Community Health 311 NH-108 Somersworth NH 03878		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1842405615 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP.AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3672195	12/29/2017	01/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER		CANCELLATION	
DHHS BUREAU OF CONTRACTS & PROCUREMENT 129 PLEASANT STREET CONCORD NH 03301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

© 1988-2015 ACORD CORPORATION. All rights reserved.

Families First

support for families...health care for all

Our Mission

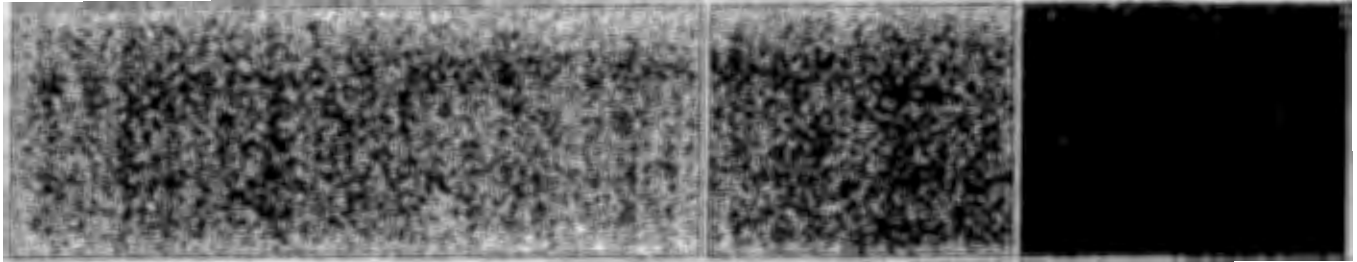
Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Our Guiding Principles

Families First will:

- Adapt services to address evolving community needs.
- Meet or exceed standards of excellence in all services.
- Ensure continuing outreach so all feel welcome to use our services.
- Treat clients with respect and with concern for their dignity.
- Integrate services for the best possible client experiences and outcomes.
- Use resources as efficiently as possible in order to make the best use of public and private dollars to serve clients.
- Invest in organizational capacities to sustain the mission for the future.
- Collaborate with other organizations to achieve the most effective and efficient use of community resources.

Approved: March 2012



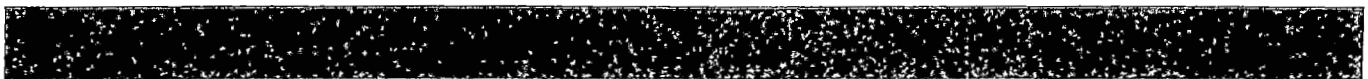
Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the heading *subsequent events*, Families First of the Greater Seacoast is anticipated to merge into Goodwin Community Health effective January 1, 2018.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2017 and 2016

ASSETS		
	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 498,178	\$ 726,265
Patient accounts receivable, less allowance for uncollectible accounts of \$72,858 in 2017 and \$62,155 in 2016	357,710	337,248
Grants receivable	154,607	85,670
Pledges receivable	245,354	197,507
Other current assets	<u>73,669</u>	<u>36,247</u>
Total current assets	1,329,518	1,382,937
Investments	213,182	156,031
Investment in limited liability company	20,298	16,204
Assets limited as to use	1,529,899	1,450,076
Property and equipment, net	<u>574,959</u>	<u>573,466</u>
Total assets	<u>\$ 3,667,856</u>	<u>\$ 3,578,714</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 191,370	\$ 112,479
Accrued payroll and related expenses	407,226	463,760
Patient deposits	76,773	58,215
Deferred revenue	<u>2,001</u>	<u>35,501</u>
Total current liabilities and total liabilities	<u>677,370</u>	<u>669,955</u>
Net assets		
Unrestricted	1,122,118	1,238,753
Temporarily restricted	640,418	469,319
Permanently restricted	<u>1,227,950</u>	<u>1,200,687</u>
Total net assets	<u>2,990,486</u>	<u>2,908,759</u>
Total liabilities and net assets	<u>\$ 3,667,856</u>	<u>\$ 3,578,714</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 2,569,065	\$ 2,627,125
Provision for bad debts	<u>(59,565)</u>	<u>(63,508)</u>
Net patient service revenue	2,509,500	2,563,617
Grants and contracts	1,674,814	1,689,549
Contributions	963,634	1,003,671
Equity in earnings of limited liability company	4,094	15,704
Other operating revenue	46,543	68,811
Net assets released from restrictions for operations	<u>1,213,483</u>	<u>840,222</u>
Total operating revenue	<u>6,412,068</u>	<u>6,181,574</u>
Operating expenses		
Salaries and benefits	4,815,840	4,389,821
Other operating expenses	1,629,041	1,507,681
Depreciation	<u>104,785</u>	<u>83,306</u>
Total operating expenses	<u>6,549,666</u>	<u>5,980,808</u>
Operating (loss) income	<u>(137,598)</u>	<u>200,766</u>
Non-operating revenue and gains (losses)		
Investment income	5,916	3,057
Change in fair value of investments	<u>14,337</u>	<u>(5,851)</u>
Total non-operating revenue and gains (losses)	<u>20,253</u>	<u>(2,794)</u>
(Deficit) excess of revenue over expenses	(117,345)	197,972
Grants and contributions received for capital acquisition	27,973	125,000
Reclassification to permanently restricted net assets	<u>(27,263)</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>\$ (116,635)</u>	<u>\$ 322,972</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
(Deficit) excess of revenue over expenses	\$ (117,345)	\$ 197,972
Grants and contributions received for capital acquisition	27,973	125,000
Reclassification to permanently restricted net assets	<u>(27,263)</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>(116,635)</u>	<u>322,972</u>
Temporarily restricted net assets		
Contributions	1,232,559	698,982
Investment income	33,195	25,187
Change in fair value of investments	118,828	(46,053)
Net assets released from restrictions for operations	<u>(1,213,483)</u>	<u>(840,222)</u>
Increase (decrease) in temporarily restricted net assets	<u>171,099</u>	<u>(162,106)</u>
Permanently restricted net assets		
Reclassification from unrestricted net assets	<u>27,263</u>	<u>-</u>
Increase in permanently restricted net assets	<u>27,263</u>	<u>-</u>
Change in net assets	81,727	160,866
Net assets, beginning of year	<u>2,908,759</u>	<u>2,747,893</u>
Net assets, end of year	<u>\$ 2,990,486</u>	<u>\$ 2,908,759</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 81,727	\$ 160,866
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	59,565	63,508
Depreciation	104,785	83,306
Equity in earnings of limited liability company	(4,094)	(15,704)
Restricted contributions for long-term purposes	(27,973)	(125,000)
Change in fair value of investments	(133,165)	51,904
(Increase) decrease in the following assets:		
Patient accounts receivable	(80,027)	(102,924)
Grants receivable	(68,937)	(13,048)
Pledges receivable	(47,847)	77,960
Other current assets	(37,422)	(9,646)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	78,891	59,899
Accrued payroll and related expenses	(56,534)	150,575
Patient deposits	18,558	10,293
Deferred revenue	(33,500)	(24,699)
Net cash (used) provided by operating activities	<u>(145,973)</u>	<u>367,290</u>
Cash flows from investing activities		
Capital acquisitions	(106,278)	(237,989)
Purchase of investments	(417,123)	(28,742)
Proceeds from the sale of investments	<u>413,314</u>	<u>150,036</u>
Net cash used by investing activities	<u>(110,087)</u>	<u>(116,695)</u>
Cash flows from financing activities		
Restricted contributions for long-term purposes	<u>27,973</u>	<u>125,000</u>
Net (decrease) increase in cash and cash equivalents	(228,087)	375,595
Cash and cash equivalents, beginning of year	<u>726,265</u>	<u>350,670</u>
Cash and cash equivalents, end of year	<u>\$ 498,178</u>	<u>\$ 726,265</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 62,155	\$ 54,489
Provision	59,565	63,508
Write-offs	<u>(48,862)</u>	<u>(55,842)</u>
Balance, end of year	<u>\$ 72,858</u>	<u>\$ 62,155</u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the (deficit) excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 and \$16,204 at June 30, 2017 and 2016, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$329,396 and \$294,007 for the years ended June 30, 2017 and 2016, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 5,793,757	\$ 5,202,419
Administrative and general	603,067	621,430
Fundraising	<u>152,842</u>	<u>156,959</u>
Total	<u>\$ 6,549,666</u>	<u>\$ 5,980,808</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 31, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of the Organization will merge into Goodwin Community Health on January 1, 2018. Goodwin Community Health will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting written approval of the proposed merger from the Health Resources Services Administration.

2. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	<u>2017</u>	<u>2016</u>
Long-term investments	\$ 213,182	\$ 156,031
Assets limited as to use	<u>1,529,899</u>	<u>1,450,076</u>
Total investments	<u>\$ 1,743,081</u>	<u>\$ 1,606,107</u>

Assets limited as to use are restricted for the following purposes:

	<u>2017</u>	<u>2016</u>
Designated by the governing board For future use	\$ 44,471	\$ 73,142
Donor-restricted endowment		
Temporarily restricted earnings	257,478	176,247
Permanently restricted principal	<u>1,227,950</u>	<u>1,200,687</u>
Total	<u>\$ 1,529,899</u>	<u>\$ 1,450,076</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Investments at Fair Value as of June 30, 2017</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,461	-	-	6,461
Mutual funds	<u>1,736,620</u>	-	-	<u>1,736,620</u>
Total investments	<u>\$ 1,743,081</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,743,081</u>
	<u>Investments at Fair Value as of June 30, 2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	6,504	-	-	6,504
Mutual funds	<u>1,599,603</u>	-	-	<u>1,599,603</u>
Total investments	<u>\$ 1,606,107</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,606,107</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Investment income	\$ 5,916	\$ 3,057
Change in fair value of investments	14,337	(5,851)
Restricted net assets		
Investment income	33,195	25,187
Change in fair value of investments	<u>118,828</u>	<u>(46,053)</u>
Total	<u>\$ 172,276</u>	<u>\$ (23,660)</u>

3. Pledges Receivable

Pledges receivable consisted of the following:

	<u>2017</u>	<u>2016</u>
Scheduled amounts due in:		
Less than one year	<u>\$ 245,354</u>	<u>\$ 197,507</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Leasehold improvements	\$ 224,204	\$ 179,031
Furniture, fixtures, and equipment	<u>1,098,656</u>	<u>1,037,550</u>
Total cost	1,322,860	1,216,581
Less accumulated depreciation	<u>(747,901)</u>	<u>(643,115)</u>
Property and equipment, net	<u>\$ 574,959</u>	<u>\$ 573,466</u>

5. Line of Credit

The Organization has a \$250,000 line of credit with a local bank through May 2018. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2017 was 4.25%. There was no outstanding balance at June 30, 2017 and 2016.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

6. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	<u>2017</u>	<u>2016</u>
Temporarily restricted		
Unrestricted pledges receivable	\$ 245,354	\$ 197,507
Program services	137,586	95,565
Endowment earnings	<u>257,478</u>	<u>176,247</u>
Total temporarily restricted	<u>\$ 640,418</u>	<u>\$ 469,319</u>
Permanently restricted		
Endowment	<u>\$ 1,227,950</u>	<u>\$ 1,200,687</u>

7. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2017 and 2016.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u> 257,478</u>	\$ <u>1,227,950</u>	\$ <u>1,485,428</u>
<u>2016</u>				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u> 176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ -	\$ 267,234	\$ 1,200,687	\$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(70,121)</u>	<u>-</u>	<u>(70,121)</u>
Endowment net assets, June 30, 2016	-	176,247	1,200,687	1,376,934
Investment return				
Investment income	-	33,195	-	33,195
Change in fair value of investments	-	118,828	-	118,828
Reclassification	-	-	27,263	27,263
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(70,792)</u>	<u>-</u>	<u>(70,792)</u>
Endowment net assets, June 30, 2017	<u>\$ -</u>	<u>\$ 257,478</u>	<u>\$ 1,227,950</u>	<u>\$ 1,485,428</u>

8. Patient Service Revenue

Patient service revenue follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 263,092	\$ 267,336
Medicaid	1,489,762	1,595,264
Third-party payers and private pay	<u>816,211</u>	<u>764,525</u>
Total patient service revenue	<u>\$ 2,569,065</u>	<u>\$ 2,627,125</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$1,355,000 and \$1,222,000 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed \$94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the year ended June 30, 2017.

10. Concentration of Risk

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 85% of grants and contracts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	<u>2017</u>	<u>2016</u>
Medicare	14 %	15 %
Medicaid	38 %	45 %
Other	<u>48 %</u>	<u>40 %</u>
	<u><u>100 %</u></u>	<u><u>100 %</u></u>

11. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2018	\$ 172,023
2019	<u>88,212</u>
Total	<u>\$ 260,235</u>

Rental expense amounted to \$151,271 and \$142,017 for the years ended June 30, 2017 and 2016, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

GREATER SEACOAST COMMUNITY HEALTH

Board of Directors Fiscal Year 2018

Name/Address	Phone/Email	Occupation
<u>Chair</u> Valerie Goodwin [Redacted]	[Redacted]	Business Consumer
<u>Vice Chair</u> Barbara Henry [Redacted]	[Redacted]	Retired Newspaper Publisher
<u>Board Treasurer</u> Mike Burke [Redacted]	[Redacted]	CPA
<u>Board Secretary</u> Jennifer Glidden [Redacted]	[Redacted]	DHHS Admin. Supervisor Consumer
Abigail Sykas Karoutas [Redacted]	[Redacted]	Attorney
Karin Barndollar [Redacted]	[Redacted]	Export Manager
Mark Boulanger [Redacted]	[Redacted]	CPA
Don Chick [Redacted]	[Redacted]	Photographer Consumer
Whitney Galeucia [Redacted]	[Redacted]	Consumer
Lisa Hall [Redacted]	[Redacted]	Retired Accountant
Jo Jordon [Redacted]	[Redacted]	Emergency Management
Mathurin Malby, MD [Redacted]	[Redacted]	Physician

Name/Address	Phone/Email	Occupation
Allison Neal [REDACTED]	[REDACTED]	Education Consultant Consumer
Thomas Newbold [REDACTED]	[REDACTED]	Retired Project Management
John Pelletier [REDACTED]	[REDACTED]	Retired Truck Driver/Veteran
Yulia Rothenberg [REDACTED]	[REDACTED]	Education Consultant Consumer
Linda Sanborn [REDACTED]	[REDACTED]	CPA
Kathy Scheu [REDACTED]	[REDACTED]	Medical/Laboratory Product Sales
Mary Schleyer [REDACTED]	[REDACTED]	[REDACTED] Manager
Jeffrey Segil, MD [REDACTED]	[REDACTED]	Physician-OB/GYN
Dan Schwarz [REDACTED]	[REDACTED]	Attorney Consumer
David B. Staples, DDS [REDACTED]	[REDACTED]	Dentist Consumer
Peter Whitman [REDACTED]	[REDACTED]	Real Estate Development

Georgina T. Clark

**Greater Seacoast Community Health
100 Campus Drive, Suite 12
Portsmouth, NH 03801
603-422-8208**

Email: glcark@familiesfirstseacoast.org

Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History

- 7/12-present** ***Family Services Director, Greater Seacoast Community Health***
Oversee all aspects of the Family Center, including program development, reporting, staff supervision and evaluation. Supervise the Comprehensive Family Supports and Services and Partners in Health contracts and the subcontract for Healthy Families America.
- 7/09-7/12** ***Home-based Programs Coordinator, Families First***
Oversaw Home Visiting New Hampshire and DCFY-funded home-based programs. Provided administrative supervision of staff and reporting requirements. Along with Parenting Programs Coordinator and Family Center Director, provided guidance and support for all Family Center functions.
- 3/02-7/12** ***Family Support Coordinator, Partners in Health at Families First, Portsmouth, NH***
Provided comprehensive, direct support to families who have children with chronic illnesses. Attended school meetings and medical appointments to support parents' advocacy skills. Facilitated Family Council comprised of parents of chronically-ill children. Collaborated with local and state agencies to obtain resources for families.
- 5/00-3/02** ***Project Director, Parent Information Center, Concord, NH***
Directed NH State Improvement Grant focused on building family/school partnerships. Provided technical assistance to parents and professionals on disability awareness and special education law.
- 2/98-11/98** ***Resource Specialist, Parent Information Center, Concord, NH***
Facilitated six week parenting series.
Developed and presented workshops on parenting topics.
Provided community resources and referrals to parents.
- 1/94-11/98** ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***
Prepared and presented written and oral court reports.
Recommended, coordinated and implemented support services for families.
Represented court-involved juveniles at school and mental health assessments.

Accomplishments

Serve on Steering Committee for agency trauma-informed initiative.
Certified Volunteer Educational Advocate for children with disabilities
Governor-appointed member of the Wellness & Primary Prevention Council
Member of Portsmouth Resource Connection Team for at-risk youth
Public Citizen of the Year in 2012 awarded by NH Pediatric Society

JANET MARIE LAATSCH

Professional Health Care Administrator with years of leadership experience
in operations, finance and development.

SUMMARY OF SKILLS

*Budget Development and Management * Financial projections * Grant Writing * Development
Strategic Planning * Relationship Building * Patient Satisfaction
Quality Improvement * Provider Recruitment and Retention*

PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH -An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the 'model of the future' for NH.

Executive Director

2005-Present

- Created an innovative, affordable health care program for small-medium businesses
- Created strategic partnerships and collaborative programs with other health care organizations
- Advanced the Health Center by receiving \$5.8M in grant funding for a new building
- Merged three locations into one, reduced costs and improved access
- Secured over \$25M in grant funding since 2001
- Initiated and integrated behavioral and primary care
- Realized revenue growth through increased collections
- Performed ongoing Board development
- Acquired a for-profit mental health practice
- Successful recruitment and retention of providers
- Submitted and awarded NCQA Medical Home, Level III Certification
- Demonstrated improvements in patient outcomes and satisfaction

CEO Great Bay Mental Health Associates

2012-Present

- Recruited seven new therapist/prescribers
- Recognized a surplus for the first time in 12 months

Finance Director

2003-2005

- Awarded Federally Qualified Health Center grant in 2004-\$750,000 in perpetuity
- Additional grant award for \$150,000 to expand into behavioral health
- Obtained \$450,000 in grants to initiate the oral health program
- Ended each year with a surplus
- Successful integration of oral health and primary care

Fund Development

2001-2003

- 80% success rate for grants
- Successful annual appeals

Grant Writing Services, N. Hampton, NH Sole Proprietor

1999-2001

- Successfully wrote and received grants for health care organizations and education
- Development of a business plan for a local specialist practice.

North Shore Medical Center (Partners Health Care) 1998-1999
Salem, MA

Consultant for North Shore Community Health Center

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

Director of Nursing for ambulatory and emergency care 1993-1998

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Community Benefit liaison for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

Manager of Intermediate Cardiac Care and Telemetry Unit 1991-1993

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

Registered Nurse- Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

EDUCATION:

University of New Hampshire: M.B.A. Graduated
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology 1981

VOLUNTEER ACTIVITIES:

Rochester NH Rotary Member and Past President
Board member Community Health Access Network
Board member for Bi-State Primary Care Association
Past United Way of the Greater Seacoast Board Member

LICENSES:

N.H. Real Estate Broker
N.H. Nursing License

INTERESTS/PERSONAL:

Running, hiking, reading, leadership development

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002

Bachelor of Science in Health Management & Policy
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present

Chief Financial Officer
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011

Service Expansion Director
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

Site Manager, Dover Location & Front Office Manager
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

Dental Coordinator
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$213,574	0%	\$0
Erin Ross	Chief Financial Officer	\$146,973	0%	\$0
Georgina Clark	Family Services Director	\$57,658	60%	\$34,595

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

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

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name
1. <u>Child & Family Services</u>
2. <u>Central NH VNA & Hospice</u>
3. <u>Community Crossroads</u>
4. <u>Community Partners</u>
5. <u>Families First</u>
6. <u>Gateways Community Services</u>
7. <u>VNA Home Health & Hospice Srvc</u>
8. <u>Monadnock Developmental Srvc</u>
9. <u>White Mountain Community Health Center</u>

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-05)


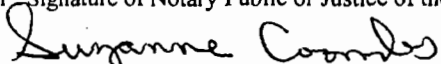
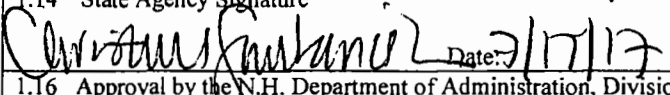
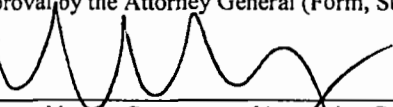
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-42-8208	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Taft, President/ Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>SUZANNE COOMBS, Notary Public, Exp. 12/19/18</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Christine Santanello, BDS Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York, Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

WBT

Date

2/6/17

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 8, the Portsmouth region. The towns associated with Region 8 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Home visits for enrollment and subsequent visits.
- 2.5.6. Trainings by the Parent Information Center regarding the special education process, at least annually.
- 2.5.7. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.8. Family meetings to tailor the support for each family's needs, to update their applications, and to discuss their needs and goals for the year.
- 2.5.9. Parent education programs offered at the Contractor's place of business, free of charge, with free child care available.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall collaborate with partners to identify PIH-eligible families including, but not limited to:
 - 2.7.1. Medical providers.
 - 2.7.2. Early supports and services providers.
 - 2.7.3. The Department.
 - 2.7.4. Region VIII One Sky.
 - 2.7.5. Northeast Passage.
 - 2.7.6. The Parent Information Center.
 - 2.7.7. Easter Seals.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families including, but not limited to:
 - 2.8.1. Identifying and functioning as a liaison to community resources.
 - 2.8.2. Assisting families with applying for grants and scholarships to improve their quality of life.
 - 2.8.3. Helping families access federal programs such as Medicaid and state-based Home Care for Children with Severe Disabilities.
 - 2.8.4. Assisting families with interactions with insurance companies to determine parties responsible for outstanding medical bills.
 - 2.8.5. Being available for school meetings with parents and teachers.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Coordinating opportunities for respite.
 - 2.8.8. Empowering the family so they are best able to advocate for themselves.



Exhibit A

- 2.8.9. Offering supportive listening.
- 2.8.10. Providing feedback from other families that may be helpful.
- 2.9. The Contractor shall provide intake services by:
 - 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall provide family support services including, but not limited to:
 - 2.10.1. Using a Needs Assessment which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence



Exhibit A

- 2.10.3. Assisting young adults and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assessing and responding to the chronic health conditions as well as accessing services, grants and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect including, but not limited to:
 - 2.11.2.1. Inviting the family to be a partner in creating a service plan.
 - 2.11.2.2. Incorporating unmet needs into the goal sheet.
 - 2.11.2.3. Making referrals.
 - 2.11.2.4. Supporting families so they may receive the services necessary to improve their quality of life.
 - 2.11.2.5. Providing education regarding the child's illness.
 - 2.11.2.6. Introducing the family to foundations specific to their child's condition.
 - 2.11.2.7. Making connections between families that have a child with a similar diagnosis.
 - 2.11.2.8. Reviewing the family's finances to determine if there is a need for budgeting education.
 - 2.11.2.9. Assisting families with understanding available community resources such as food pantries and Rockingham Community Action.
 - 2.11.2.10. Helping families access insurance programs through the state.
 - 2.11.2.11. Connecting families with complex case coordinators who can help manage the overwhelming nature of a new diagnosis.
 - 2.11.2.12. Inviting families to serve on the Family Council, where families receive information on what is occurring within the agency to support all families.
 - 2.11.2.13. Encouraging the family to communicate their needs directly to the PIH Family Support Coordinator (FSC) or the Council.
 - 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.



Exhibit A

- 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.11.4.1. Providing families with all information in ways that best match their processing style.
 - 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.11.4.3. Supporting the family's decisions and cultural needs.
- 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
- 2.12. The Contractor shall refer the family to the Department for medical care coordination and local organizations for support.
- 2.13. The Contractor shall meet State Leadership for the System of Care Goals.
 - 2.13.1. The Family Services Director shall maintain the comprehensive certification training on Standards of Quality for Family Strengthening and Support and has been appointed to the statewide Wellness and Primary Prevention Council, which is working to develop policies and processes to designate Family Resource Centers of Quality.
- 2.14. The Contractor shall meet System of Care Development Goals including, but not limited to:
 - 2.14.1. Providing child care free of charge to PIH families during office visits, Family Council meetings, and Families First parent education programs.
 - 2.14.2. Encouraging young clients over the age of thirteen (13) to join the Family Council as junior members.
 - 2.14.3. Sending out surveys to PIH families at least twice a year (including Families First's outcomes/satisfaction survey) to elicit feedback on services or activities parents feel would enhance the program.
 - 2.14.4. Encouraging PIH parents to attend the Leadership Series offered by the Institute on Disability, as well as the Volunteer Special Education Advocacy training through the Parent Information Center, to expand their knowledge of the legislative process and hone their advocacy skills.
 - 2.14.5. Providing services including, but not limited to:
 - 2.14.5.1. Primary care.
 - 2.14.5.2. Pediatric health care.
 - 2.14.5.3. Dental care.
 - 2.14.5.4. Behavioral health.
 - 2.14.5.5. Nutrition assistance.
 - 2.14.5.6. Parenting groups.
 - 2.14.5.7. Home visiting.



Exhibit A

- 2.14.5.8. Child care.
- 2.14.6. Assisting PIH families with applying for state and federal programs such as Medicaid or the Home Care for Children with Severe Disabilities programs as appropriate.
- 2.14.7. Assisting children who are transitioning from high school by providing each child approaching graduation a Transition Tool Kit which provides information and talking points to get parents and children talking about the next steps and aiding families on how to use the Kit most effectively.
- 2.15. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.16. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.17. The Contractor shall ensure that FSC's attend training regarding motivational interviewing as part of the orientation process, and attend statewide training on person-centered planning.
- 2.18. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.19. The Contractor shall collaborate with the PIH Family Council, meeting monthly, and shall provide services including, but not limited to:
 - 2.19.1. Free child care when meetings are held at the Community Campus, and reimbursement for child care when meetings are held elsewhere.
 - 2.19.2. Activities for families which may include, but are not limited to:
 - 2.19.2.1. Movie nights.
 - 2.19.2.2. Workshops by Parent Information Center.
 - 2.19.2.3. A thank-you luncheon for parents.
 - 2.19.2.4. Three (3) events with Zebra Crossings.
 - 2.19.2.5. A workshop for parents on managing anxiety in children given by a psychologist.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which includes, but is not limited to PIH families completing a survey from the State that evaluates client satisfaction and provides feedback for sites.
- 2.22. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.



Exhibit A

- 2.23. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.23.1. Routine phone or in person meetings, at least monthly.
 - 2.23.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.23.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly, and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.25.1. PIH staff orientation.
 - 2.25.2. Database training.
 - 2.25.3. FSC monthly meetings.
 - 2.25.4. Quarterly FSC trainings provided by the State.
 - 2.25.5. Other training, technical assistance, supervision, and evaluation related activities as identified by the Department.
- 2.26. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 2.28. The Contractors shall increase relationships with area grant programs including, but not limited to:
 - 2.28.1. Womenaid.
 - 2.28.2. The Harry Gregg Foundation.
 - 2.28.3. Various diagnosis-specific programs.
- 2.29. The Contractor shall coordinate the distribution of donated items to needy families for the holidays.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.

[Handwritten initials]

2/6/17



Exhibit A

- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.



Exhibit A

4.2.5. Future plans or goals.

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.

- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:

5.2.1. CMS Federal regulations.

5.2.2. HIPAA/HITECH.

5.2.3. RSA 359c.

- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.

- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:

5.4.1. Flash drive.

5.4.2. Disk.

5.4.3. Paper.

- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.

- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process

1/25

7/6/17



Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

[Handwritten Signature]
7/6/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (7/1/17 - 6/30/18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 46,398.00	\$ -	\$ 46,398.00	\$ 28,373.00	\$ -	\$ 28,373.00	\$ 18,025.00	\$ -	\$ 18,025.00
2. Employee Benefits	\$ 8,305.00	\$ -	\$ 8,305.00	\$ 8,305.00	\$ -	\$ 8,305.00	\$ -	\$ -	\$ -
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	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIH Flex Funds For Families	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,703.00	\$ 8,230.00	\$ 85,933.00	\$ 39,678.00	\$ 8,230.00	\$ 47,908.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

10.6%



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.

1/25

7/6/17



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Agency of Greater Nashua, Inc. dba Gateways Community Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 144 Canal Street Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 6, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 6.



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christine Smaniotto
Name: Christine Smaniotto
Title: Director, BDS

Area Agency of Greater Nashua, Inc. dba
Gateways Community Services

April 24, 2018
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on April 24, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Janet Cate Boisvert
Signature of Notary Public or Justice of the Peace

Janet Cate Boisvert, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: JANET CATE BOISVERT, Notary Public
My Commission Expires June 19, 2018



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

OFFICE OF THE ATTORNEY GENERAL

5/18/19
Date

Name: Megan A. York
Title: 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:

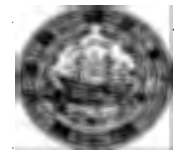


Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 6, the Nashua region. The towns associated with Region 6 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.

[Handwritten Signature]
4/24/18



Exhibit A Amendment #1

- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.5.6. Monthly mailing that showcases specific topics, identifies training opportunities, and shares community events and support groups that families may be interested which may include, but are not limited to:
 - 2.5.6.1. Partnering for Strength Conference.
 - 2.5.6.2. Assistive Technology Training.
 - 2.5.6.3. Sibling Support groups.
 - 2.5.6.4. Transition Workshops.
 - 2.5.6.5. "How to Participate in Meetings and Have Your Voice Heard: A Family Focused Presentation."
 - 2.5.6.6. The Annual Family Support Conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council (PIH Council), to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which includes, but is not limited to:
 - 2.8.1. Offering supportive listening.
 - 2.8.2. Being available to attend IEP or 504 meetings.
 - 2.8.3. Helping families write grants and apply for Medicaid.
 - 2.8.4. Providing feedback from other families that may be helpful.
 - 2.8.5. Coordinating opportunities for respite.
 - 2.8.6. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate seminars and programs that promote information on transitioning and independence including, but not limited to:
 - 2.12.1. NH Family Voices.
 - 2.12.2. The Yeah! Council.



Exhibit A Amendment #1

2.12.3. Next Steps NH.

- 2.13. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annual update applications for all youth 14 years of age and older.
- 2.14. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.15. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.16. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.17. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.18. The Contractor shall provide intake services by:
 - 2.18.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.18.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.18.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.18.3.1. Department Application for Services.
 - 2.18.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.18.3.3. Consent to bill Medicaid if applicable.
 - 2.18.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.18.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.18.4. Determining eligibility per He-M 523 the process of which is:
 - 2.18.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.18.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.18.4.3. The Contractor reviews the completed form.
 - 2.18.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.

ABP
4/24/16



Exhibit A Amendment #1

- 2.18.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
- 2.18.4.6. Eligibility is re-determined annually.
- 2.19. The Contractor shall model the principles of family support in all Program activities including, but not limited to, planning, governance, and administration, by:
 - 2.19.1. Working with the family to complete a child or youth and family needs assessment and action plan.
 - 2.19.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.19.2.1. Medical, health, and insurance.
 - 2.19.2.2. Community, transition, and independence.
 - 2.19.3. Assisting children, young adults, and their families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions as well as accessing services, grants and locating donations of goods.
 - 2.19.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.20. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.20.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.20.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.20.3. Focusing on the strengths of the family and acknowledges their ability to achieve and learn new skills.
 - 2.20.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.20.4.1. Providing families with all information in ways that best match their processing style.
 - 2.20.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.20.4.3. Supporting the family's decisions and cultural needs.
 - 2.20.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.21. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:



Exhibit A Amendment #1

- 2.21.1. Routine phone or in person meetings, at least monthly.
- 2.21.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
- 2.21.3. Corrective Action development and oversight when a FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.22. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.23. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.23.1. PIH staff orientation.
 - 2.23.2. Database training.
 - 2.23.3. FSC monthly meetings.
 - 2.23.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
- 2.24. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.24.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.24.2. Monitoring CQI Plan progress.
- 2.25. The Contractor shall provide presentations at schools, doctor's offices, and conferences to build their collaborative relationship with community partners.
- 2.26. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.26.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.26.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSC have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.



Exhibit A Amendment #1

- 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).
- 3.3. The Contractor shall employ a full-time Quality Coordinator for the agency who supports quality reviews for all departments and trains on best practices.

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.

[Handwritten Signature]
Date 4/24/18



Exhibit A Amendment #1

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

BB
4/24/18

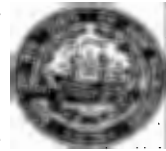


Exhibit A Amendment #1

5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Progress Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.

6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.

6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

Line/Item	Total Program/Cost			Contractor Share / Match			Funded by DHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 32,840.00	\$ 3,840.00	\$ 36,680.00	\$ 19,540.00	\$ 3,840.00	\$ 23,380.00	\$ 13,300.00	\$ -	\$ 13,300.00
2. Employee Benefits	\$ 11,752.00	\$ 1,343.00	\$ 13,095.00	\$ 7,097.00	\$ 1,343.00	\$ 8,440.00	\$ 4,655.00	\$ -	\$ 4,655.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 885.00	\$ -	\$ 885.00	\$ 885.00	\$ -	\$ 885.00	\$ -	\$ -	\$ 885.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ 4,408.00	\$ 4,408.00	\$ -	\$ 4,408.00	\$ 4,408.00	\$ -	\$ -	\$ 4,408.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	\$ 230.00	\$ -	\$ 230.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex Funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Agency in Kind	\$ -	\$ (4,408.00)	\$ (4,408.00)	\$ -	\$ (4,408.00)	\$ (4,408.00)	\$ -	\$ -	\$ (4,408.00)
TOTAL	\$ 77,577.00	\$ 6,483.00	\$ 84,060.00	\$ 39,552.00	\$ 6,483.00	\$ 46,035.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

8.4%



A. Definitions

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

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

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

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

A handwritten signature in black ink, appearing to be 'SDF', written over a horizontal line.

4/24/18



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

ABP
4/24/18

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Handwritten initials, possibly 'SBP', written in black ink.

4/24/18

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
4/24/18

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

DHHS Information Security Requirements



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

A handwritten signature in black ink, appearing to be 'JBF', written over a horizontal line.

4/20/18



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

Handwritten signature of the contractor, appearing to be 'JBF'.

4/24/18

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

AB

4/20/18

Region 6
Nashua
Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua
Wilton

State of New Hampshire

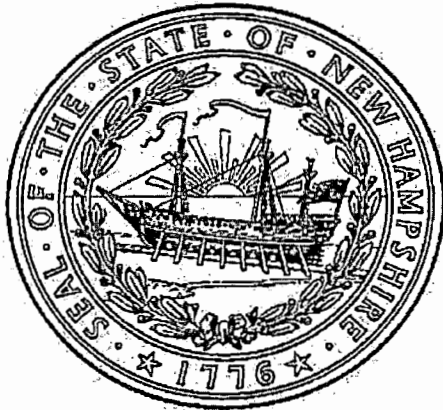
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74294

Certificate Number : 0004091423



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark M. Thornton, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Area Agency of Greater Nashua, Inc. D.B.A. Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of
the Agency duly held on March 28, 2018 :
(Date)

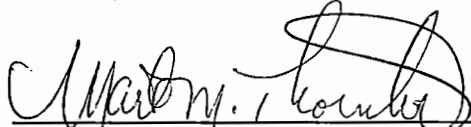
RESOLVED: That the President/CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of April, 2018.
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NH
County of Hillsborough

The forgoing instrument was acknowledged before me this 24th day of April, 2018.

By Sandra Pelletier
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

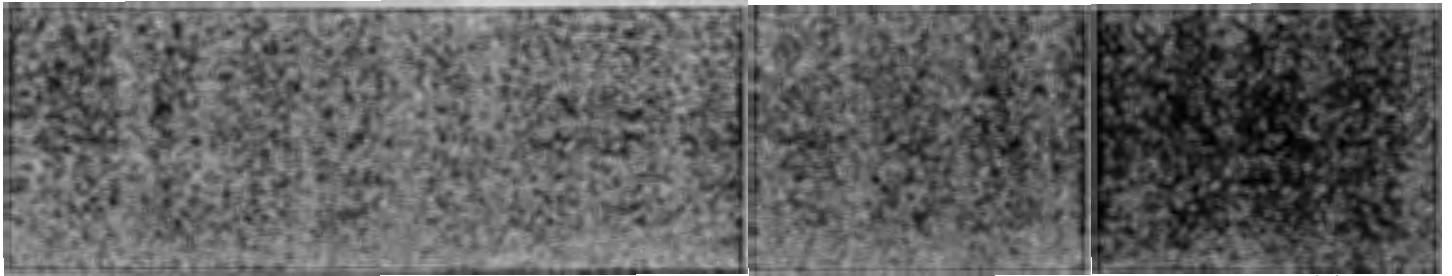
JANET CATE BOISVERT, Notary Public
My Commission Expires June 19, 2018

Commission Expires: _____



Mission

Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2017

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current assets		
Cash	\$ 1,391,317	\$ 1,320,957
Client accounts	491,309	477,809
Accounts receivable, net of allowance for doubtful accounts of \$82,722 and \$43,784 in 2017 and 2016, respectively	5,915,359	5,403,268
Prepaid expenses and other current assets	<u>140,626</u>	<u>155,414</u>
Total current assets	7,938,611	7,357,448
Property and equipment, net	2,447,245	2,578,755
Deposits	54,700	78,557
Beneficial interest in a perpetual trust	<u>35,797</u>	<u>31,776</u>
Total assets	<u>\$ 10,476,353</u>	<u>\$ 10,046,536</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 464,182	\$ 63,221
Accounts payable	2,200,407	2,326,049
Accrued expenses and other current liabilities	1,032,357	723,567
Deferred revenue	1,559,464	1,456,342
Client accounts	<u>491,309</u>	<u>477,809</u>
Total current liabilities	5,747,719	5,046,988
Long-term debt, net of current portion	<u>208,091</u>	<u>669,105</u>
Total liabilities	<u>5,955,810</u>	<u>5,716,093</u>
Net assets		
Unrestricted	4,466,568	4,306,772
Temporarily restricted	<u>53,975</u>	<u>23,671</u>
Total net assets	<u>4,520,543</u>	<u>4,330,443</u>
Total liabilities and net assets	<u>\$ 10,476,353</u>	<u>\$ 10,046,536</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

**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>
Revenue and support				
Medicaid	\$ 40,192,850	\$ -	\$ 40,192,850	\$ 38,399,302
New Hampshire Department of Developmental Services	864,413	-	864,413	1,057,089
Veterans individual program service	2,954,678	-	2,954,678	1,982,244
Contributions and grants	1,001,288	-	1,001,288	1,075,368
Client fees	173,960	-	173,960	160,115
Adult day service program	206,426	-	206,426	210,135
Rental income	38,460	-	38,460	38,460
Other revenues	378,201	-	378,201	325,119
The PLUS Company, Inc. services	131,988	-	131,988	131,996
United Way	14,829	-	14,829	14,489
Third party insurance	1,022,611	-	1,022,611	827,797
Production sales and service	139,346	-	139,346	171,350
Net assets released from restrictions	<u>(30,304)</u>	<u>30,304</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>47,088,746</u>	<u>30,304</u>	<u>47,119,050</u>	<u>44,393,464</u>
Operating expenses				
Program services				
Adult services	36,210,707	-	36,210,707	34,775,015
Children services	3,723,900	-	3,723,900	3,475,254
Elder services	<u>4,377,235</u>	<u>-</u>	<u>4,377,235</u>	<u>3,552,947</u>
Total program services	<u>44,311,842</u>	<u>-</u>	<u>44,311,842</u>	<u>41,803,216</u>
Supporting services				
General management	2,521,771	-	2,521,771	2,333,377
Fundraising	<u>95,337</u>	<u>-</u>	<u>95,337</u>	<u>106,658</u>
Total supporting services	<u>2,617,108</u>	<u>-</u>	<u>2,617,108</u>	<u>2,440,035</u>
Total operating expenses	<u>46,928,950</u>	<u>-</u>	<u>46,928,950</u>	<u>44,243,251</u>
Change in net assets	159,796	30,304	190,100	150,213
Net assets, beginning of year	<u>4,306,772</u>	<u>23,671</u>	<u>4,330,443</u>	<u>4,180,230</u>
Net assets, end of year	<u>\$ 4,466,568</u>	<u>\$ 53,975</u>	<u>\$ 4,520,543</u>	<u>\$ 4,330,443</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenue and support			
Medicaid	\$ 38,399,302	\$ -	\$ 38,399,302
New Hampshire Department of Developmental Service	1,057,089	-	1,057,089
Veterans individual service program	1,982,244	-	1,982,244
Contributions and grants	1,054,768	20,600	1,075,368
Client fees	160,115	-	160,115
Adult day service program	210,135	-	210,135
Rental income	38,460	-	38,460
Other revenues	325,119	-	325,119
The PLUS Company, Inc. services	131,996	-	131,996
United Way	14,489	-	14,489
Third party insurance	827,797	-	827,797
Production sales and service	171,350	-	171,350
Net assets released from restrictions	<u>20,481</u>	<u>(20,481)</u>	<u>-</u>
Total revenue and support	<u>44,393,345</u>	<u>119</u>	<u>44,393,464</u>
Operating expenses			
Program services			
Adult services	34,775,015	-	34,775,015
Children services	3,475,254	-	3,475,254
Elder services	<u>3,552,947</u>	<u>-</u>	<u>3,552,947</u>
Total program services	<u>41,803,216</u>	<u>-</u>	<u>41,803,216</u>
Supporting services			
General management	2,333,377	-	2,333,377
Fundraising	<u>106,658</u>	<u>-</u>	<u>106,658</u>
Total supporting services	<u>2,440,035</u>	<u>-</u>	<u>2,440,035</u>
Total operating expenses	<u>44,243,251</u>	<u>-</u>	<u>44,243,251</u>
Change in net assets	150,094	119	150,213
Net assets, beginning of year	<u>4,156,678</u>	<u>23,552</u>	<u>4,180,230</u>
Net assets, end of year	<u>\$ 4,306,772</u>	<u>\$ 23,671</u>	<u>\$ 4,330,443</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2017

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	\$ -	\$ 37,707,596	\$ 1,962,899	\$ 522,355	\$ 40,192,850	\$ -	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Services	-	-	166,554	697,859	-	864,413	-	-	864,413
Veterans individual service program	-	-	-	-	2,954,678	2,954,678	-	-	2,954,678
Contributions and grants	-	53,050	18,693	107,133	822,412	1,001,288	-	-	1,001,288
Client fees	-	-	173,960	-	-	173,960	-	-	173,960
Adult day service program	-	-	-	-	206,426	206,426	-	-	206,426
Rental income	-	-	38,460	-	-	38,460	390,588	(390,588)	38,460
Other revenues	2,570	4,250	181,433	143,737	46,123	378,113	88	-	378,201
The PLUS Company, Inc. service	130,556	9	1,303	-	120	131,988	-	-	131,988
United Way	-	-	2,032	-	12,797	14,829	-	-	14,829
Third party insurance	-	-	-	1,022,611	-	1,022,611	-	-	1,022,611
Production sales and service	22,435	-	50,833	65,375	703	139,346	-	-	139,346
Management fees	-	-	77,154	-	-	77,154	-	(77,154)	-
Total revenue and support	\$ 155,561	\$ 57,309	\$ 38,418,018	\$ 3,999,614	\$ 4,565,614	\$ 47,196,116	\$ 390,676	\$ (467,742)	\$ 47,119,050

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2016

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	\$ -	\$ 35,780,968	\$ 2,027,387	\$ 590,947	\$ 38,399,302	\$ -	\$ -	\$ 38,399,302
New Hampshire Department of Developmental Services	-	-	309,160	747,929	-	1,057,089	-	-	1,057,089
Veterans individual service program	-	-	-	-	1,982,244	1,982,244	-	-	1,982,244
Contributions and grants	-	37,583	21,513	118,492	897,780	1,075,368	-	-	1,075,368
Client fees	-	-	160,115	-	-	160,115	-	-	160,115
Adult day service program	-	-	-	-	210,135	210,135	-	-	210,135
Rental income	-	-	38,460	-	-	38,460	338,188	(338,188)	38,460
Other revenues	717	-	183,773	89,370	51,199	325,059	60	-	325,119
The PLUS Company, Inc. services	125,028	11	1,314	5,562	81	131,996	-	-	131,996
United Way	-	-	1,795	-	12,694	14,489	-	-	14,489
Third party insurance	-	-	-	827,797	-	827,797	-	-	827,797
Production sales and service	48,528	-	41,604	81,218	-	171,350	-	-	171,350
Management fees	-	-	77,106	-	-	77,106	-	(77,106)	-
Total revenue and support	\$ 174,273	\$ 37,594	\$ 36,615,808	\$ 3,897,755	\$ 3,745,080	\$ 44,470,510	\$ 338,248	\$ (415,294)	\$ 44,393,464

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2017

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Area Agency Expenses</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Expenses</u>
Payroll and related expenses									
Salaries and wages	\$ 1,313,098	\$ 25,490	\$ 3,149,642	\$ 2,174,321	\$ 2,574,717	\$ 9,237,268	\$ -	\$ -	\$ 9,237,268
Contract staff	86,012	3	18,808	114	37	104,974	-	-	104,974
Employee benefits	353,003	6,338	608,661	399,893	155,552	1,523,447	-	-	1,523,447
Payroll taxes	<u>92,660</u>	<u>1,935</u>	<u>235,189</u>	<u>164,339</u>	<u>196,590</u>	<u>690,713</u>	-	-	<u>690,713</u>
Total payroll and related expenses	<u>1,844,773</u>	<u>33,766</u>	<u>4,012,300</u>	<u>2,738,667</u>	<u>2,926,896</u>	<u>11,556,402</u>	-	-	<u>11,556,402</u>
Other expenses									
Client treatment services	2,243	-	3,313,377	667,429	825,963	4,809,012	-	-	4,809,012
Professional fees	428,011	2,045	535,181	72,108	467,996	1,505,341	6,852	(6,852)	1,505,341
Staff development and training	32,423	5,157	66,780	15,503	2,162	122,025	-	-	122,025
Rent and mortgage interest	101,728	809	351,630	55,106	10,570	519,843	26,674	(390,688)	155,929
Other occupancy costs	-	-	-	-	-	-	36,862	-	36,862
Utilities	4,232	196	27,827	8,599	2,559	43,413	1,168	-	44,581
Repair and maintenance	7,000	323	98,806	15,759	4,628	126,516	191,882	(70,302)	248,096
Office, building and household	38,161	511	40,404	18,470	9,702	107,248	1,244	-	108,492
Equipment rental	17,408	253	35,967	10,469	5,339	69,436	-	-	69,436
Advertising	4,809	7,512	2,847	1,952	254	17,374	-	-	17,374
Communications	6,405	112	23,840	5,641	5,100	41,098	192	-	41,290
Transportation	6,208	1,053	164,286	33,478	13,015	218,040	2,916	-	220,956
Insurance	17,606	188	26,655	7,646	2,848	54,943	15,370	-	70,313
Other	9,192	43,338	69,011	51,891	101,811	275,243	589	-	275,832
Subcontractor	-	-	27,454,379	17,110	-	27,471,489	-	-	27,471,489
Total other expenses	<u>675,426</u>	<u>61,497</u>	<u>32,210,990</u>	<u>981,161</u>	<u>1,451,947</u>	<u>35,381,021</u>	<u>283,749</u>	<u>(467,742)</u>	<u>35,197,028</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,520,199	95,263	36,223,290	3,719,828	4,378,843	46,937,423	283,749	(467,742)	46,753,430
Depreciation	4,360	202	28,957	8,224	2,636	44,379	131,141	-	175,520
Area Agency Properties expense allocation	21,881	1,000	326,102	32,589	33,318	414,890	(414,890)	-	-
Elimination allocation	<u>(24,669)</u>	<u>(1,128)</u>	<u>(367,642)</u>	<u>(36,741)</u>	<u>(37,562)</u>	<u>(467,742)</u>	-	<u>467,742</u>	-
Total operating expenses	<u>\$ 2,521,771</u>	<u>\$ 95,337</u>	<u>\$ 36,210,707</u>	<u>\$ 3,723,900</u>	<u>\$ 4,377,235</u>	<u>\$ 46,928,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,928,950</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2016

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,222,203	\$ 37,142	\$ 3,068,912	\$ 1,942,051	\$ 1,813,111	\$ 8,083,419	\$ -	\$ -	\$ 8,083,419
Contract staff	82,830	1	11,195	23	5	94,054	-	-	94,054
Employee benefits	347,961	8,830	577,370	359,236	139,065	1,432,462	-	-	1,432,462
Payroll taxes	<u>89,554</u>	<u>2,823</u>	<u>228,938</u>	<u>146,070</u>	<u>137,623</u>	<u>605,008</u>	-	-	<u>605,008</u>
Total payroll and related expenses	<u>1,742,548</u>	<u>48,796</u>	<u>3,886,415</u>	<u>2,447,380</u>	<u>2,089,804</u>	<u>10,214,943</u>	-	-	<u>10,214,943</u>
Other expenses									
Client treatment services	-	36	3,249,841	690,462	919,931	4,860,270	-	-	4,860,270
Professional fees	363,546	3,347	512,295	78,622	415,458	1,373,268	6,804	(6,804)	1,373,268
Staff development and training	20,345	4,578	125,151	23,663	2,694	176,431	-	-	176,431
Rent and mortgage interest	21,552	978	361,528	31,562	88,990	504,610	30,560	(388,188)	146,982
Other occupancy costs	-	-	-	-	-	-	32,945	-	32,945
Utilities	4,701	213	25,446	6,884	1,569	38,813	911	-	39,724
Repairs and maintenance	4,225	237	70,441	7,651	1,744	84,298	175,545	(70,302)	189,541
Office, building and household	50,868	1,095	39,789	17,238	7,139	116,129	1,734	-	117,863
Equipment rental	19,251	296	35,320	9,739	4,149	68,755	-	-	68,755
Advertising	1,347	9,386	9,650	2,217	736	23,336	-	-	23,336
Communications	6,621	233	24,644	5,612	4,584	41,694	369	-	42,063
Transportation	-	1,123	182,546	49,467	10,252	243,388	4,316	-	247,704
Insurance	15,668	137	16,304	4,411	1,384	37,904	14,447	-	52,351
Other	84,583	36,035	123,254	80,912	7,755	332,539	73	-	332,612
Subcontractor	-	-	<u>26,128,613</u>	<u>8,721</u>	-	<u>26,137,334</u>	-	-	<u>26,137,334</u>
Total other expenses	<u>592,707</u>	<u>57,694</u>	<u>30,904,822</u>	<u>1,017,161</u>	<u>1,466,385</u>	<u>34,038,769</u>	<u>267,704</u>	<u>(465,294)</u>	<u>33,841,179</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,335,255	106,490	34,791,237	3,464,541	3,556,189	44,253,712	267,704	(465,294)	44,056,122
Depreciation	2,007	345	41,515	16,474	2,543	62,884	124,245	-	187,129
Area Agency Properties expense allocation	20,763	946	308,536	30,786	30,918	391,949	(391,949)	-	-
Elimination allocation	<u>(24,648)</u>	<u>(1,123)</u>	<u>(366,273)</u>	<u>(36,547)</u>	<u>(36,703)</u>	<u>(465,294)</u>	-	<u>465,294</u>	-
Total operating expenses	<u>\$ 2,333,377</u>	<u>\$ 106,658</u>	<u>\$34,775,015</u>	<u>\$ 3,475,254</u>	<u>\$3,552,947</u>	<u>\$ 44,243,251</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 44,243,251</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 46,703,956	\$ 43,176,891
Cash paid to suppliers and employees	(46,528,304)	(44,395,090)
Interest received	2,104	1,409
Interest paid	<u>(26,674)</u>	<u>(35,869)</u>
Net cash provided (used) by operating activities	<u>151,082</u>	<u>(1,252,659)</u>
Cash flows from investing activities		
Change in deposits	23,857	-
Proceeds from disposition of property and equipment	-	31,700
Acquisition of property and equipment	<u>(44,526)</u>	<u>(351,081)</u>
Net cash used by investing activities	<u>(20,669)</u>	<u>(319,381)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(60,053)</u>	<u>(57,858)</u>
Net increase (decrease) in cash	70,360	(1,629,898)
Cash, beginning of year	<u>1,320,957</u>	<u>2,950,855</u>
Cash, end of year	<u>\$ 1,391,317</u>	<u>\$ 1,320,957</u>
Reconciliation of change in net assets to net cash provided (used) by operating activities		
Change in net assets	\$ 190,100	\$ 150,213
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	175,520	187,129
Loss on disposal of property and equipment	516	-
Change in beneficial interest in a perpetual trust	(4,021)	1,270
Change in assets and liabilities		
Increase in accounts receivable	(512,091)	(1,080,976)
Decrease in prepaid expenses and other current assets	14,788	1,739
Decrease in accounts payable	(125,642)	(613,190)
Increase in accrued expenses and other current liabilities	308,790	225,912
Increase (decrease) in deferred revenue	<u>103,122</u>	<u>(124,756)</u>
Net cash provided (used) by operating activities	<u>\$ 151,082</u>	<u>\$ (1,252,659)</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

Nature of Activities

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

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

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$82,722 and \$43,784 was recognized at June 30, 2017 and 2016, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture	5-10 years

Deferred Revenue

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and improvements	\$ 604,520	\$ 604,520
Building improvements	3,506,745	3,464,880
Vehicles	14,452	14,452
Equipment and furniture	<u>496,932</u>	<u>510,648</u>
	4,622,649	4,594,500
Less accumulated depreciation	<u>(2,175,404)</u>	<u>(2,015,745)</u>
	<u>\$ 2,447,245</u>	<u>\$ 2,578,755</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

3. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (4.25% at June 30, 2017). The Organization had no outstanding balance at June 30, 2017 and 2016. The line of credit is due for renewal on February 28, 2018.

4. Long-Term Debt

Long-term debt consisted of the following:

	<u>2017</u>	<u>2016</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.35%, through May 2018 at which time a balloon payment for the balance will be due; collateralized by real estate.	\$ 422,644	\$ 442,299
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	121,556	145,157
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>128,073</u>	<u>144,870</u>
	672,273	732,326
Less current portion	<u>(464,182)</u>	<u>(63,221)</u>
Long-term debt, net of current portion	<u>\$ 208,091</u>	<u>\$ 669,105</u>

Annual principal payments for the next five fiscal years are as follows:

2018	\$	464,182
2019		44,050
2020		45,884
2021		47,794
2022		38,915

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2017.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

5. Concentration of Credit Risk

For the years ended June 30, 2017 and 2016, 85% and 86%, respectively, of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2017 and 2016, accounts receivable due from the State of New Hampshire's Medicaid Program was 50% and 63%, respectively.

6. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. As of June 30, 2017 and 2016, Gateways provided approximately 70% of revenues generated by PLUS, making PLUS financially dependent on the Organization.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2017 and 2016, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2017 and 2016 is allowed but not required. The Organization's general purpose consolidated financial statements include the accounts of PLUS because it was deemed to provide a more meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2017</u>	<u>2016</u>
Total assets	<u>\$ 3,910,079</u>	<u>\$ 3,823,669</u>
Total liabilities	<u>\$ 2,244,404</u>	<u>\$ 2,275,357</u>
Total net assets	<u>1,665,675</u>	<u>1,548,312</u>
Total liabilities and net assets	<u>\$ 3,910,079</u>	<u>\$ 3,823,669</u>
Total revenue and support	<u>\$12,463,289</u>	<u>\$12,027,197</u>
Total operating expenses	<u>12,345,926</u>	<u>11,987,192</u>
Change in net assets	<u>\$ 117,363</u>	<u>\$ 40,005</u>
Due to PLUS included in accounts payable	<u>\$ 546,003</u>	<u>\$ 496,154</u>
PLUS services support included in subcontractor expense	<u>\$ 8,811,685</u>	<u>\$ 8,450,686</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

7. Retirement Plan

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the Plan were \$154,382 and \$63,763 for 2017 and 2016, respectively.

8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$505,000 at June 30, 2017 and \$447,000 at June 30, 2016.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2017 and 2016, the estimated value of the future distributions from the agency fund in the amount of \$35,797 and \$31,776, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in 2017 and 2016.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$4,021 and depreciation of \$1,270 for the years ended June 30, 2017 and 2016, respectively.

GATEWAYS COMMUNITY SERVICES

BOARD OF DIRECTORS

Updated February 28, 2018

Edgar R. Carter – Chair
Helen Honorow – Vice Chair
Mark Thornton* – Secretary
Joe Gamache* – Treasurer

Bob Corcoran*
Jim McKenna
Rich Pietravalle*
Lou Primmer*
Marc Sadowsky
Leah Brokhoff
Peggy Gilmour
Tim McMahon*
Lauren Primmer*
Lisa Scheib
Parker Thornton*
Kim Craffey
Jim Moran*
Sharron Rowlett-Moore

**indicates consumer*

SANDRA B. PELLETIER

PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire Certificate Intensive 10-month statewide leadership development program (seminar format)	1994
Antioch College Management Institute, Keene, NH Certificate Management of Non-Profit Agencies	1983
University of New Hampshire, Durham, NH M.Ed.	1979
University of Maine, Orono, ME B.A. Summa cum Laude, Phi Beta Kappa	1977

PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	2001
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	1991
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”	1989

CORPORATE AWARDS

Business NH Magazine – 2016 Non-Profit Business of the Year	2016
Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

EXPERIENCE

Gateways Community Services, Nashua, NH President/CEO	1983 – Present
Oversees a \$45 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars	

BOARD MEMBERSHIPS

SHARE Outreach	2015 – Present
New Futures	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

TIMOTHY A. LEACH, C.P.A.

CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and knowledge in financial areas such as:

- Certified Public Accountant
- Audits/Internal Controls
- Policy Design
- International Operations
- Finance/Fiscal Operations
- Budgeting
- Strategic/Organizational Planning
- Revenue Recognition
- Corporate Tax
- Foreign Currency Translations
- System Implementation
- Staff Development
- Consolidated Financials
- Procurement of Goods
- Asset Management

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

TIMOTHY A. LEACH, C.P.A.

PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – Present

Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003

Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989 – 2000

Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988 – 1989

Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,
Volunteer – Nashua Soup Kitchen

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Pelletier	President/CEO	\$183,810	0%	\$0.00
Timothy Leach	CFO	\$109,990	0%	\$0.00

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

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

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


Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name
1. <u>Child & Family Services</u>
2. <u>Central NH VNA & Hospice</u>
3. <u>Community Crossroads</u>
4. <u>Community Partners</u>
5. <u>Families First</u>
6. <u>Gateways Community Services</u>
7. <u>VNA Home Health & Hospice Srvc</u>
8. <u>Monadnock Developmental Srvc</u>
9. <u>White Mountain Community Health Center</u>

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-06)

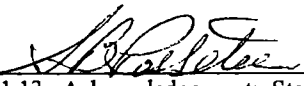
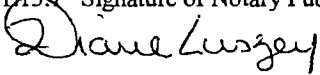
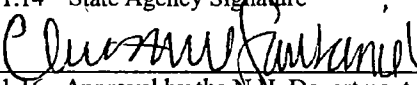
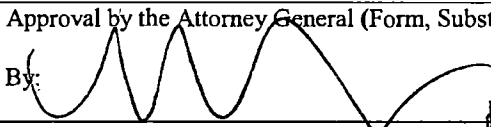
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra Pelletier - President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 11, 2017</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]		DIANE LUSZEY Notary Public - New Hampshire My Commission Expires October 21, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Meg A. Yocco - Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials
Date 7/11/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 6, the Nashua region. The towns associated with Region 6 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

[Handwritten Signature]
7/11/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.5.6. Monthly mailing that showcases specific topics, identifies training opportunities, and shares community events and support groups that families may be interested which may include, but are not limited to:
 - 2.5.6.1. Partnering for Strength Conference.
 - 2.5.6.2. Assistive Technology Training.
 - 2.5.6.3. Sibling Support groups.
 - 2.5.6.4. Transition Workshops.
 - 2.5.6.5. "How to Participate in Meetings and Have Your Voice Heard A Family Focused Presentation."
 - 2.5.6.6. The Annual Family Support Conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council (PIH Council), to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which includes, but is not limited to:
 - 2.8.1. Offering supportive listening.
 - 2.8.2. Being available to attend IEP or 504 meetings.
 - 2.8.3. Helping families write grants and apply for Medicaid.
 - 2.8.4. Providing feedback from other families that may be helpful.
 - 2.8.5. Coordinating opportunities for respite.
 - 2.8.6. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate seminars and programs that promote information on transitioning and independence including, but not limited to:



Exhibit A

- 2.12.1. NH Family Voices.
- 2.12.2. The Yeah! Council.
- 2.12.3. Next Steps NH.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall provide intake services by:
 - 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:
 - 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.
 - 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.



Exhibit A

- 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
- 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall provide family support services including, but not limited to:
 - 2.18.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
 - 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.18.2.1. Medical, health, and insurance.
 - 2.18.2.2. Community, transition, and independence.
 - 2.18.3. Assisting children, young adults, and their families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions as well as accessing services, grants and locating donations of goods.
 - 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.19.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.19.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.19.3. Focusing on the strengths of the family and acknowledges their ability to achieve and learn new skills.
 - 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.19.4.1. Providing families with all information in ways that best match their processing style.
 - 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.19.4.3. Supporting the family's decisions and cultural needs.
 - 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
 - 2.20.1. Routine phone or in person meetings, at least monthly.

SBP

7/11/17



Exhibit A

- 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when a FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
 - 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
 - 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
 - 2.23. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
 - 2.24. The Contractor shall provide presentations at schools, doctor's offices, and conferences to build their collaborative relationship with community partners.
 - 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 3. Staffing**
- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
 - 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSC have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.



Exhibit A

3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:

- 3.2.4.1. Full name with middle initial.
- 3.2.4.2. Official start date or end date.
- 3.2.4.3. A work phone number and email.
- 3.2.4.4. Resume (only for start date).

3.3. The Contractor shall employ a full-time Quality Coordinator for the agency who supports quality reviews for all departments and trains on best practices.

4. Reporting

4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
- 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.

4.2. The Contractor shall provide annual reports using the Department template which 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.
- 4.2.5. Future plans or goals.

4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

5.1. 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

ABP
7/11/17



Exhibit A

- prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
 - 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
 - 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
 - 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
 - 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
 - 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.



Exhibit A

- 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
- 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

ABP

7/11/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Gateways Community Services

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

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

1. Total Salary/Wages	\$ 32,840.00	\$ 3,840.00	\$ 36,680.00	\$ 19,540.00	\$ 3,840.00	\$ 23,380.00	\$ 13,300.00	\$ -	\$ 13,300.00
2. Employee Benefits	\$ 11,752.00	\$ 1,343.00	\$ 13,095.00	\$ 7,097.00	\$ 1,343.00	\$ 8,440.00	\$ 4,655.00	\$ -	\$ 4,655.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 885.00	\$ -	\$ 885.00	\$ 885.00	\$ -	\$ 885.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,408.00	\$ 4,408.00	\$ -	\$ 4,408.00	\$ 4,408.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	\$ 230.00	\$ -	\$ 230.00	\$ 70.00	\$ -	\$ 70.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex Funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
Agency in Kind	\$ -	\$ (4,408.00)	\$ (4,408.00)	\$ -	\$ (4,408.00)	\$ (4,408.00)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,577.00	\$ 6,483.00	\$ 84,060.00	\$ 39,552.00	\$ 6,483.00	\$ 46,035.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

8.4%



SPECIAL PROVISIONS

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

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



- 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.



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

ASB

7/11/17



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Developmental Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 121 Railroad Street Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 5, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 5.

De LA
2/9/18



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

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

State of New Hampshire
Department of Health and Human Services

5-16-18
Date

Christina Santaniello
Name: Christina Santaniello
Title: Dir. chr. DDTSS

Monadnock Developmental Services, Inc.

5-9-18
Date

[Signature]
Name: [Signature]
Title: PRESIDENT

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on May 9, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

JOEL FITZPATRICK
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/14/18



JOEL D. FITZPATRICK, Notary Public
My Commission Expires August 14, 2018



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/18/20

Name: Megan A. York
Title: 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 A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 5, the Keene region. The towns associated with Region 5 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.

D. H.

5/9/18



Exhibit A Amendment #1

- 2.5.5. Motivational interviewing.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.7. Maintain contact with families in the ways that best fit the individual family/young adult including, but not limited to:
 - 2.5.7.1. Home visits.
 - 2.5.7.2. Attending community meetings with the family/young adult.
 - 2.5.7.3. Email.
 - 2.5.7.4. Telephone calls.
 - 2.5.7.5. Mailings.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Sharing educational opportunities and supporting access regarding their rights and needs.
 - 2.7.2. Offering supportive listening.
 - 2.7.3. Being available to attend IEP or 504 meetings.
 - 2.7.4. Helping families write grants and apply for Medicaid.
 - 2.7.5. Providing feedback from other families that may be helpful.
 - 2.7.6. Coordinating opportunities for respite.
 - 2.7.7. Empowering the family so they are best able to advocate for themselves.
 - 2.7.8. Assisting in educating school nurses and other support staff.
 - 2.7.9. Collaborating with social workers and Care Coordinators.
 - 2.7.10. Encouraging training for youth and parents regarding advocacy and special education rights.
- 2.8. The Contractor shall assist families/young adults as needed with:
 - 2.8.1. Grant applications.
 - 2.8.2. Locating and initiating support groups.
 - 2.8.3. Transportation.
 - 2.8.4. Educational conferences and workshops.
 - 2.8.5. Understanding insurance and public assistance benefits.
 - 2.8.6. Funding for medical expenses not covered by insurance.

DELH

5/9/18



Exhibit A Amendment #1

- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.11. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.12. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition by:
 - 2.12.1. Using the Transition Readiness Assessment – a tool developed by NH Family Voices (NHFV) and, as of January, 2017, a required planning element with youth and their families beginning at age fourteen (14).
 - 2.12.2. Providing respite funds, support of education and training opportunities, emotional and technical support, and resource identification.
- 2.13. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence,
- 2.14. The Contractor shall offer respite services to provide additional support to parents and their children.
- 2.15. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, the stakeholder group, and community partners.
- 2.16. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff as requested and required.
- 2.17. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to developing a strategic plan which targets the following five (5) areas:
 - 2.17.1. Family Strategies.
 - 2.17.2. Relationships.
 - 2.17.3. Community Awareness.
 - 2.17.4. Employment.
 - 2.17.5. Workforce Development.
- 2.18. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.19. The Contractor shall provide intake services by:



Exhibit A Amendment #1

- 2.19.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
- 2.19.2. Describing services, program materials, relevant resources, and providing contact information.
- 2.19.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.19.3.1. Department Application for Services.
 - 2.19.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.19.3.3. Consent to bill Medicaid if applicable.
 - 2.19.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.19.3.5. Authorization for Use or Disclosure of Protected Health Information.
- 2.19.4. Determining eligibility per He-M 523 the process of which is:
 - 2.19.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.19.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.19.4.3. The Contractor reviews the completed form.
 - 2.19.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.19.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.19.4.6. Eligibility is re-determined annually.
- 2.20. The Contractor shall model the principles of family support in all Program activities including, but not limited to planning, governance, and administration, by:
 - 2.20.1. Working with the family to complete a child/youth and family needs assessment and action plan.
 - 2.20.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.20.2.1. Medical, health, and insurance.
 - 2.20.2.2. Community, transition, and independence
 - 2.20.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health



Exhibit A Amendment #1

- conditions, as well as accessing services and grants, and locating donations of goods.
- 2.20.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.21. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.21.1. Applying interpersonal skills and a strength and asset-based focus with the family.
- 2.21.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
- 2.21.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
- 2.21.4. Applying participatory practices by following the choices of the family which is implemented by:
- 2.21.4.1. Providing families with all information in ways that best match their processing style.
- 2.21.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.21.4.3. Supporting the family's decisions and cultural needs.
- 2.21.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.22. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
- 2.22.1. Routine phone or in person meetings, at least monthly.
- 2.22.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
- 2.22.3. Corrective Action development and oversight when a PIH Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.23. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.24. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
- 2.24.1. PIH staff orientation.
- 2.24.2. Database training.
- 2.24.3. FSC monthly meetings.
- 2.24.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.

AK/bb

5/9/18



Exhibit A Amendment #1

- 2.25. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.25.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.25.2. Monitoring CQI Plan progress.
- 2.26. The Contractor shall collaborate with community partners including, but not limited to:
 - 2.26.1. Local physicians and family and pediatric practices.
 - 2.26.2. Managed Care Organizations (MCO) care coordinators and medical home care coordinators for families/young adults.
 - 2.26.3. Local schools.
 - 2.26.4. Impact Monadnock - birth to 5 project.
 - 2.26.5. Home Health, Hospice, and Community Services.
 - 2.26.6. Monadnock Developmental Services Family Council.
 - 2.26.7. Keene Housing Authority.
 - 2.26.8. Southwest Community Services.
 - 2.26.9. Monadnock United Way.
 - 2.26.10. Monadnock Area Community Coordinated Transportation.
- 2.27. The Coordinator shall provide families/young adults with a quarterly newsletter, "The Clipboard", that includes, but is not limited to:
 - 2.27.1. State and local resources.
 - 2.27.2. Agency updates.
 - 2.27.3. An article featuring Partners in Health activities.
- 2.28. The Contractor shall provide logistical support when possible to encourage families/young adults to attend relevant training which may include, but is not limited to:
 - 2.28.1. Child and Family Collaboration Conference.
 - 2.28.2. Leadership training through UNH- IOD.
 - 2.28.3. PIC workshops - IEP, 504 plans, transition.
 - 2.28.4. NH Family Voices Workshop- How to Participate in Meetings and Have Your Voice Heard.
 - 2.28.5. Youth advocacy conferences and training.
 - 2.28.6. Peer mentoring and support groups.
 - 2.28.7. Parent to parent connections.

Delt
5/9/18



Exhibit A Amendment #1

- 2.29. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.29.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.29.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSCs and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.

ASL
5/9/15



Exhibit A Amendment #1

- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.

DPH
Date 5/9/18



Exhibit A Amendment #1

- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

DEL
5/9/15

New Hampshire Department of Health and Human Services

Bidder/Program Name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2019 (7/1/18 - 6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,025.00	\$ -	\$ 18,025.00			\$ -	\$ 18,025.00		\$ 18,025.00
2. Employee Benefits	\$ -	\$ -	\$ -			\$ -			\$ -
3. Consultants	\$ -	\$ -	\$ -			\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -			\$ -
Rental	\$ -	\$ -	\$ -			\$ -			\$ -
Repair and Maintenance	\$ -	\$ -	\$ -			\$ -			\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -			\$ -			\$ -
5. Supplies:	\$ -	\$ -	\$ -			\$ -			\$ -
Educational	\$ -	\$ -	\$ -			\$ -			\$ -
Lab	\$ -	\$ -	\$ -			\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -			\$ -
Medical	\$ -	\$ -	\$ -			\$ -			\$ -
Office	\$ -	\$ -	\$ -			\$ -			\$ -
6. Travel	\$ -	\$ -	\$ -			\$ -			\$ -
7. Occupancy	\$ -	\$ -	\$ -			\$ -			\$ -
8. Current Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
Telephone	\$ -	\$ -	\$ -			\$ -			\$ -
Postage	\$ -	\$ -	\$ -			\$ -			\$ -
Subscriptions	\$ -	\$ -	\$ -			\$ -			\$ -
Audit and Legal	\$ -	\$ -	\$ -			\$ -			\$ -
Insurance	\$ -	\$ -	\$ -			\$ -			\$ -
Board Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
9. Software	\$ -	\$ -	\$ -			\$ -			\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -			\$ -			\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -			\$ -			\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -			\$ -			\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00			\$ -	\$ 20,000.00		\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
TOTAL	\$ 38,025.00	\$ -	\$ 38,025.00	\$ -	\$ -	\$ -	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

0.0%

DEL
5/9/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

AG/LK
5/9/18

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

ASJH

5/9/15



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

OSK
5/9/18



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
5/9/18



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Handwritten Signature]
5/9/15

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DGL
5/9/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

[Handwritten Signature]
5/9/18



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

[Handwritten Signature]
5/9/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

QEH

5/9/18

Exhibit L
Region by Cities

Region 5
Keene
Alstead
Antrim
Bennington
Chesterfield
Dublin
Fitzwilliam
Francestown
Gilsum
Greenfield
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Lyndeborough
Marlborough
Marlow
Nelson
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Winchester

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69358

Certificate Number: 0004094423



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Beth Provost, do hereby certify that:

1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 8, 2018:

RESOLVED: That Don Hayes, President of the Board of Directors

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of May, 2018.

4. Don Hayes is the duly elected President of the Board of Directors of the Agency.




Beth Provost, Secretary

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 9th day of May, 2018.

By: Beth Provost, Secretary


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JOEL D. FITZPATRICK, Notary Public
My Commission Expires August 14, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2017

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

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

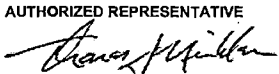
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Insurance Company 0 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Monadnock Developmental Services 121 Railroad Street Keene NH 03431	MONADNOCKDEVELO	

COVERAGES **CERTIFICATE NUMBER: 1823251199** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			PHPK1669675	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1669663	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB588298	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Tonja Kendall, ACSR PHONE (A/C, No, Ext): (603) 668-3311 E-MAIL ADDRESS: Tonja@wizinsurance.com	FAX (A/C, No): (603) 352-6707
	INSURER(S) AFFORDING COVERAGE	
INSURED Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431	INSURER A: Eastern Alliance Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Excl: Michael Forrest & Donald Hayes 01-0000113026-00 Cov A: NH	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

joel@mds-nh.org

State of New Hampshire
 Dept. of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

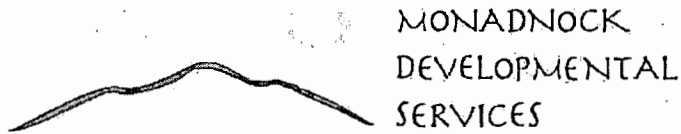
CANCELLATION

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

R Wieczorek/TONJA

© 1988-2014 ACORD CORPORATION. All rights reserved.



MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

— that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

**FOR THE YEARS ENDED
JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Consolidated Statement of Financial Position	3
Consolidated Statement of Activities	4
Consolidated Statement of Cash Flows	5
Consolidated Statement of Functional Expenses	6
Notes to Consolidated Financial Statements	7 - 16

SUPPLEMENTARY INFORMATION

Consolidated Schedule of Functional Revenues	17
--	----

To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2017, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2017, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2016 consolidated financial statements; and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 22, 2016. 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 consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Lema, McDonald + Roberts
Professional Association

November 22, 2017
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2017 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ASSETS</u>				
	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2017</u>	<u>Consolidated Totals 2016</u>
Cash and equivalents	\$ 2,389,494	\$ 154,126	\$ -	\$ 2,543,620	\$ 752,423
Client funds	230,075	-	-	230,075	151,577
Accounts receivable:					
Medicaid	1,065,148	-	-	1,065,148	2,547,163
Medical insurance	25,000	-	-	25,000	25,000
Other	66,317	4,409	-	70,726	84,114
Prepaid expenses	126,718	1,248	-	127,966	165,325
Deposits	10,715	-	-	10,715	11,585
Property and equipment, net of accumulated depreciation	1,352,152	2,784,513	-	4,136,665	4,253,166
Loan reserves	-	121,820	-	121,820	104,607
Investment in insurance captive	85,992	-	-	85,992	85,663
Total	\$ 5,351,611	\$ 3,066,116	\$ -	\$ 8,417,727	\$ 8,180,623

LIABILITIES AND NET ASSETS

LIABILITIES					
Client funds	\$ 230,075	\$ -	\$ -	\$ 230,075	\$ 151,577
Accounts payable	1,308,067	24,667	-	1,332,734	1,130,045
Accrued salaries and wages and related expenses	473,399	-	-	473,399	642,600
Accrued sick time	29,513	-	-	29,513	-
Other accrued expenses	2,250	15,121	-	17,371	22,531
Refundable advances	144,306	-	-	144,306	131,730
Notes payable	501,440	2,756,741	-	3,258,181	3,371,787
Total liabilities	2,689,050	2,796,529	-	5,485,579	5,450,270
NET ASSETS					
Unrestricted:					
Board designated	448,678	-	-	448,678	530,212
Other unrestricted	2,160,277	269,587	-	2,429,864	2,146,535
Temporarily restricted	53,606	-	-	53,606	53,606
Total net assets	2,662,561	269,587	-	2,932,148	2,730,353
Total	\$ 5,351,611	\$ 3,066,116	\$ -	\$ 8,417,727	\$ 8,180,623

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
CHANGES IN UNRESTRICTED NET ASSETS					
Revenues and Support					
Medicaid	\$ 25,913,038	\$ -	\$ -	\$ 25,913,038	\$ 25,399,506
Other program fees	656,810	-	-	656,810	735,886
State of New Hampshire - DDS	503,982	-	-	503,982	581,470
Residential fees	325,767	-	-	325,767	386,371
Rental income	132,448	369,749	(210,893)	291,304	297,094
Client resources	178,490	-	-	178,490	265,821
Grants	146,460	-	-	146,460	139,261
Vocational rehabilitation fees	43,079	-	-	43,079	37,174
Unified Way	30,153	-	-	30,153	38,250
Contributions and other public support	17,753	-	-	17,753	25,320
Production/service income	5,578	-	-	5,578	7,220
Investment income	1,969	115	-	2,084	1,921
Gain on sale of assets	200	-	-	200	-
Other income	164,456	-	-	164,456	69,711
Total unrestricted revenues and support	28,120,183	369,864	(210,893)	28,279,154	27,985,005
Expenses					
Program services					
Service Coordination	1,611,005	-	(73,813)	1,537,192	1,533,520
Family support	493,591	-	(27,416)	466,175	545,481
Subcontracted area agency program services	16,297,996	-	-	16,297,996	14,962,838
In house area agency program services:					
ISO	4,924,299	-	(48,505)	4,875,794	5,308,460
PDMS	2,127,559	-	-	2,127,559	2,275,672
Non DDS funded programs:					
MCST	553,854	-	-	553,854	484,807
Other Non DDS funded programs	541,052	-	-	541,052	609,047
Railroad Street Mill, Inc.	-	317,249	-	317,249	319,760
Supporting services					
General management	1,421,647	-	(61,159)	1,360,488	1,509,429
Total expenses	27,971,003	317,249	(210,893)	28,077,359	27,549,014
CHANGES IN UNRESTRICTED NET ASSETS	149,180	52,615	-	201,795	435,991
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS					
Contributions	-	-	-	-	5,000
CHANGE IN NET ASSETS	149,180	52,615	-	201,795	440,991
NET ASSETS - BEGINNING OF YEAR	2,513,381	216,972	-	2,730,353	2,289,362
NET ASSETS - END OF YEAR	\$ 2,662,561	\$ 269,587	\$ -	\$ 2,932,148	\$ 2,730,353

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ 149,180	\$ 52,615	\$ -	\$ 201,795	\$ 440,991
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	150,176	81,347	-	231,523	237,071
Gain on sale of assets	(200)	-	-	(200)	(700)
Loss on sale of assets	8,520	-	-	8,520	-
Imputed interest on long term debt	-	13,170	-	13,170	13,170
Decrease (increase) in assets:					
Accounts receivable - Medicaid	1,482,015	-	-	1,482,015	(1,394,951)
Accounts receivable - medical insurance	-	-	-	-	(25,000)
Accounts receivable - Other	15,623	(2,235)	-	13,388	49,269
Prepaid expenses	37,349	10	-	37,359	(33,588)
Deposits	870	-	-	870	(50)
Investment in insurance captive	(329)	-	-	(329)	(30,224)
Increase (decrease) in liabilities:					
Accounts payable	203,225	(536)	-	202,689	(141,529)
Accrued salaries, wages and related expenses	(169,201)	-	-	(169,201)	1,424
Accrued sick time	29,513	-	-	29,513	-
Other accrued expenses	(5,011)	(149)	-	(5,160)	2,508
Refundable advances	12,576	-	-	12,576	(34,399)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>1,914,306</u>	<u>144,222</u>	<u>-</u>	<u>2,058,528</u>	<u>(916,008)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(55,416)	(68,126)	-	(123,542)	(41,063)
Increase in loan reserves	-	(17,213)	-	(17,213)	(17,208)
Proceeds from the sale of assets	200	-	-	200	700
NET CASH USED IN INVESTING ACTIVITIES	<u>(55,216)</u>	<u>(85,339)</u>	<u>-</u>	<u>(140,555)</u>	<u>(57,571)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayment of long term debt	(64,194)	(62,582)	-	(126,776)	(188,104)
NET CASH USED IN FINANCING ACTIVITIES	<u>(64,194)</u>	<u>(62,582)</u>	<u>-</u>	<u>(126,776)</u>	<u>(188,104)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	1,794,896	(3,699)	-	1,791,197	(1,161,683)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>594,598</u>	<u>157,825</u>	<u>-</u>	<u>752,423</u>	<u>1,914,106</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 2,389,494</u>	<u>\$ 154,126</u>	<u>\$ -</u>	<u>\$ 2,543,620</u>	<u>\$ 752,423</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency PDMS Program	Total DDS Funded	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2017 Total	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
Salaries and wages	\$ 943,088	\$ 983,743	\$ 235,376	\$ -	\$ 2,475,875	\$ 640,939	\$ 5,279,021	\$ 258,149	\$ 240,223	\$ -	\$ 498,372	\$ 5,777,393	\$ -	\$ 5,777,393	\$ 6,039,132
Employee benefits	134,170	243,585	36,084	-	718,976	39,977	1,172,792	115,162	74,090	-	189,252	1,362,044	-	1,362,044	1,263,513
Payroll taxes	77,087	71,730	20,546	-	169,740	39,605	378,708	21,053	21,343	-	42,396	421,104	-	421,104	424,859
Family provider services	-	2,531	56,693	-	699,289	643,519	1,402,032	-	-	-	-	1,402,032	-	1,402,032	1,626,565
Respite care	375	1,248	105,206	-	48,129	71,313	226,271	-	-	-	-	226,271	-	226,271	262,330
Client treatment and care	-	22,612	3,964	37,260	106,085	59,733	229,654	65	-	-	65	229,719	-	229,719	250,053
Accounting fees	31,300	-	-	-	-	-	31,300	-	-	-	-	31,300	-	31,300	31,200
Legal fees	5,503	-	-	-	-	-	5,503	-	-	-	-	5,503	-	5,503	24,628
Other professional fees	82,057	50,225	2,266	-	9,821	993	145,362	7,174	20,041	3,588	30,803	176,165	-	176,165	194,399
Subcontractors	-	-	120	16,159,951	139,898	402,990	16,702,959	113,350	-	7,443	120,793	16,823,752	-	16,823,752	15,693,496
Staff development	8,454	1,483	1,074	-	20,835	5,664	37,510	5,130	1,151	-	6,281	43,791	-	43,791	40,841
Rent	61,159	101,229	-	-	131,560	32,400	326,348	-	29,702	-	29,702	356,050	(210,893)	145,157	161,182
Mortgage payments	-	-	-	-	8,261	-	8,261	-	-	-	-	8,261	-	8,261	12,409
Utilities	4,915	8,134	-	-	38,408	-	51,457	-	35,401	42,016	77,417	128,874	-	128,874	123,087
Repairs and maintenance	-	-	-	-	1,000	-	1,000	-	27,375	16,720	44,095	45,095	-	45,095	49,384
Property taxes	-	-	-	-	13,570	-	13,570	-	1,000	35,928	36,928	50,498	-	50,498	46,629
Other occupancy costs	-	-	-	-	5,459	40	5,499	-	6,495	-	6,495	11,994	-	11,994	10,642
Home modifications	-	-	-	-	-	73,403	73,403	-	-	-	-	73,403	-	73,403	42,604
Office supplies	9,959	11,705	638	-	7,680	1,154	31,136	947	383	-	1,330	32,466	-	32,466	34,933
Building supplies	1,178	1,909	685	-	11,360	2,688	17,820	-	7,173	-	7,173	24,993	-	24,993	30,027
Client consumables	-	-	6,043	-	53,338	9,918	69,299	40	917	-	957	70,256	-	70,256	78,765
Production supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39
Medical supplies	-	-	-	-	2,446	2,102	4,548	-	64	-	64	4,612	-	4,612	6,817
Computer supplies	-	998	-	-	2,651	867	4,516	889	499	-	1,388	5,904	-	5,904	15,402
Equipment rental	2,664	6,371	-	-	5,342	2,459	16,836	-	-	-	-	16,836	-	16,836	17,304
Equipment maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	558
Depreciation expense	7,633	8,649	2,650	87,504	26,439	11,423	144,298	2,973	2,905	81,347	87,225	231,523	-	231,523	237,071
Advertising	(616)	-	-	-	13,569	1,986	14,939	2,183	226	-	2,409	17,348	-	17,348	15,526
Printing	(1,278)	4,812	-	-	3,373	772	7,679	548	1,812	-	2,360	10,039	-	10,039	12,587
Telephone	9,061	16,375	1,328	-	35,141	7,305	69,210	1,953	2,074	-	4,027	73,237	-	73,237	68,220
Postage	3,265	8,422	-	-	5,851	65	17,603	225	808	-	1,033	18,636	-	18,636	19,999
Transportation	6,194	36,893	20,918	660	142,962	75,033	282,660	23,020	26,381	-	49,401	332,061	-	332,061	363,095
Assistance to individuals	-	8,414	-	-	-	-	8,414	-	-	-	-	8,414	-	8,414	3,697
Insurance	21,585	19,722	-	12,621	21,970	1,138	77,036	-	22,041	20,001	42,042	119,078	-	119,078	119,827
Interest expense	416	-	-	-	3,812	-	4,228	-	18,893	110,194	128,887	133,115	-	133,115	140,558
Other expenses	13,478	215	-	-	1,459	73	15,225	993	255	12	1,260	16,485	-	16,485	87,636
Total functional expenses	\$ 1,421,647	\$ 1,611,005	\$ 493,591	\$ 16,297,996	\$ 4,924,299	\$ 2,127,559	\$ 26,876,097	\$ 553,854	\$ 541,052	\$ 317,249	\$ 1,412,155	\$ 28,286,252	\$ (210,893)	\$ 28,077,359	\$ 27,549,014

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Monadnock Developmental Services, Inc. (MDS) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and to collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

Principles of Consolidation

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

Basis of Accounting

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2017 and 2016, the Organization had unrestricted and temporarily restricted net assets.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Property and Depreciation

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property and equipment consisted of the following at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 5,667,862	\$ 5,567,135
Vehicles	521,357	712,555
Equipment	514,526	506,709
Furniture	<u>147,583</u>	<u>147,583</u>
	6,851,328	6,933,982
Less accumulated depreciation	<u>(2,714,663)</u>	<u>(2,680,816)</u>
Property, net	<u>\$ 4,136,665</u>	<u>\$ 4,253,166</u>

Depreciation expense for the years ended June 30, 2017 and 2016 was \$231,523 and \$237,071, respectively.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Accrued Sick Time

The Organization has accrued a liability for future compensated sick time that its employees have earned and which is not vested with the employee.

Income Taxes

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Advertising

The Organization expenses advertising costs as incurred.

Functional Allocation of Expenses

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

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2017 and 2016, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

2. CONCENTRATION OF CREDIT RISK

The Organization maintains several of its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2017 and 2016. At June 30, 2017 and 2016, the uninsured balances aggregated \$2,455,215 and \$639,647, respectively.

3. INVESTMENT IN INSURANCE CAPTIVE

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive (Roundstone). The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organizations' participant investment into the captive insurance program amounted to \$85,992 and \$85,663, respectively at June 30, 2017 and 2016. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016.

4. DEMAND NOTE PAYABLE

For the years ended June 30, 2017 and 2016, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2017 and 2016 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2017 and 2016, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. LONG TERM DEBT

The long term debt of the Organization consisted of the following at June 30, 2017 and 2016:

<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>	<u>2017</u>	<u>2016</u>
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest is stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2017 and 2016. The note is collateralized by real estate owned by the Corporation.	\$ 1,826	\$ 7,164
Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 3.50% at June 30, 2017 and 2016. The note is collateralized by real estate owned by the Organization.	110,883	115,892
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	102,832	109,330

4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.

45,367 48,319

Mortgage note payable to a bank in monthly installments for principal and interest of \$5,105 through July of 2016. Interest was fixed for three years and then stated at the Wall Street Prime Rate plus 1.00%, adjustable yearly. This resulted in an interest rate of 4.50% at June 30, 2016. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2017.

- 5,035

Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization.

144,916 150,645

Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.

81,967 89,532

4.50% retail installment contract payable to a bank in monthly installments for principal and interest of \$556 through August of 2016. The note was collateralized by a Company vehicle and was repaid in full during the year ended June 30, 2017.

- 1,102

4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note is collateralized by Company vehicles.

10,766 23,237

1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note is collateralized by Company vehicles.

2,883 15,378

RAILROAD STREET MILL, INC.

4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.

2,395,153 2,457,734

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

214,693 206,874

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

146,895 141,545

\$ 3,258,181 \$ 3,371,787

The scheduled maturities of long term debt as of June 30, 2017 were as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2018	\$ 109,709
2019	98,208
2020	102,355
2021	506,677
2022	111,182
Thereafter	<u>2,330,050</u>
	<u>\$ 3,258,181</u>

6. BOARD DESIGNATED FUNDS

As of June 30, 2017 and 2016, the Board of Directors has designated funds to be used for the following:

	<u>2017</u>	<u>2016</u>
Development costs	\$ 290,783	\$ 322,317
Property maintenance and acquisitions	157,895	157,895
Client crisis	<u>-</u>	<u>50,000</u>
	<u>\$ 448,678</u>	<u>\$ 530,212</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2017 and 2016 was \$98,259 and \$102,394, respectively.

8. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For the years ended June 30, 2017 and 2016, approximately 92% and 91% of the total support and revenue was derived from Medicaid, respectively. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 92% and 96% of the total accounts receivable balances at June 30, 2017 and 2016, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

9. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$356,050 and \$372,075 for the years ended June 30, 2017 and June 30, 2016, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for each of the years ended June 30, 2017 and 2016 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2017 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 19,200
2019	19,200
2020	19,200
2021	19,950
2022	20,400
Thereafter	<u>68,850</u>
	<u>\$ 166,800</u>

10. RENTAL INCOME

For the year ended June 30, 2016 the Organization leased commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. At June 30, 2017 all leases had expired and tenants were considered at will. As a result, there are not future minimum rents to be received.

11. CONTINGENCIES

Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2017.

12. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2017 and 2016, client funds held by the Organization were as follows:

	<u>2017</u>	<u>2016</u>
Client funds administered by the Organization	\$ <u>230,075</u>	\$ <u>151,577</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

13. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

14. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

	<u>2017</u>	<u>2016</u>
Purchase of property and equipment	\$ 123,542	\$ 41,063
Amount financed and allowances	<u>-</u>	<u>-</u>
Cash paid for property	<u>\$ 123,542</u>	<u>\$ 41,063</u>
Cash paid for interest	<u>\$ 133,115</u>	<u>\$ 140,558</u>

15. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2017 and 2016. During the year ended June 30, 2016, the Organization received a contribution of \$5,000 restricted for the use of dental funds.

16. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

17. SUBSEQUENT EVENTS

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 22, 2017, the date when the financial statements were available to be issued.

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Family Support</u>	<u>Subcontracted Area Agency Program Services</u>	<u>In House Area Agency ISO Program</u>	<u>In House Area Agency PDMS Program</u>	<u>Total DDS Funded</u>	<u>MCST</u>	<u>Other Non DDS Funded</u>	<u>Railroad Street Mill, Inc.</u>	<u>Total Non DDS Funded</u>	<u>2017 Total</u>	<u>Eliminations</u>	<u>Consolidated Totals 2017</u>	<u>Consolidated Totals 2016</u>
Medicaid	\$ -	\$ 1,384,055	\$ 511,411	\$ 16,952,981	\$ 3,965,128	\$ 2,672,603	\$ 25,486,178	\$ 394,396	\$ 32,464	\$ -	\$ 426,860	\$ 25,913,038	\$ -	\$ 25,913,038	\$ 25,399,506
State of New Hampshire - DDS	37,844	78,099	37,448	171,230	112,947	66,414	503,982	-	-	-	-	503,982	-	503,982	581,470
Residential fees	-	-	-	57,414	180,854	33,217	271,485	-	54,282	-	54,282	325,767	-	325,767	366,371
Other program fees	-	53,529	(53,522)	-	364,225	108,368	472,600	93,618	90,592	-	184,210	656,810	-	656,810	735,886
Grants	4,609	-	69,314	-	-	-	73,923	72,537	-	-	72,537	146,460	-	146,460	139,261
Rental income	-	-	2,400	-	490	-	2,890	-	129,558	369,749	499,307	502,197	(210,693)	291,304	297,094
Local education	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vocational rehabilitation fees	-	-	-	-	-	-	-	43,079	-	-	43,079	43,079	-	43,079	37,174
Client resources	49,467	(515)	-	90,465	11,721	17,020	168,158	-	10,332	-	10,332	178,490	-	178,490	265,821
Production/service income	-	-	2,603	-	-	-	2,603	-	2,975	-	2,975	5,578	-	5,578	7,220
Contributions and other public support	17,753	-	-	-	-	-	17,753	-	-	-	-	17,753	-	17,753	30,320
United Way	-	-	30,153	-	-	-	30,153	-	-	-	-	30,153	-	30,153	38,250
Investment income	1,969	-	-	-	-	-	1,969	-	-	115	115	2,084	-	2,084	1,921
Other income	106,673	150	1,608	-	15,854	-	124,285	31,889	8,282	-	40,171	164,456	-	164,456	69,711
Gain on sale of assets	200	-	-	-	-	-	200	-	-	-	-	200	-	200	-
Total functional revenues	\$ 218,516	\$ 1,515,318	\$ 601,415	\$ 17,272,090	\$ 4,651,219	\$ 2,897,622	\$ 27,156,179	\$ 635,519	\$ 328,485	\$ 369,864	\$ 1,333,868	\$ 28,490,047	\$ (210,693)	\$ 28,279,154	\$ 27,990,005

Monadnock Developmental Services, Inc.

<u>Board Member</u>	<u>Term Effective</u>	<u>Term Ends</u>	<u>Title</u>	<u>Town</u>
Don Hayes	12/1/2016	11/30/2019	President	Keene
Michael Forrest	12/1/2017	11/30/2020	Past President	Keene
James Schofield	12/1/2017	11/30/2020	Vice President	Keene
Timothy Jordan	1/30/2017	11/30/2020	Treasurer	Keene
Beth Provost	12/1/2015	11/30/2018	Secretary	Keene
Mickey Cronin	1/30/2017	11/30/2018	member	Chesterfield
Elizabeth Kenney	12/1/2015	11/30/2018	member	Peterborough
Heather McGreer	1/30/2017	11/30/2020	member	Keene
Adele Remillard	12/1/2015	11/30/2018	member/Council Liason	Jaffrey
Ben Schiffelbein	2/19/2018	11/30/2020	member	Keene
Sand Seligman	12/1/2016	11/30/2019	member	Keene
Terry Manahan	12/1/2017	11/30/2020	member	Harrisville

CHRISTINE A. YARDLEY

OBJECTIVE:

To utilize my education, professional, personal and volunteer experience in a meaningful way helping individuals integrate and participate within our community while ensuring the wellbeing, safety, support, comfort and happiness.

QUALIFICATIONS:

Supervisory skills, staff development and team work, self-motivated, public relations
Community engagement, membership services, departmental collaboration
Human Resource policies and procedures, benefits, employee relations
Creating workplace wellness plans for individuals, specialize in work life balance for employees
Life coach, motivation speaker and mentor, group exercise instructor, personal trainer
Commitment based selling, Sandler Training, Action Selling
Ability to manage customer base, generate new business, close business, generate profit, overachieve goals
Ability to work under incredible pressure, marketing, sales and customer service, accountability
Fundraising, corporate campaigning and strategic development, departmental growth
Recruitment, retention, orientation, onboarding, confidentiality, development, performance management

PROFESSIONAL HISTORY:

Taste for Life Publications CCI, Keene, NH Sales Account Manager	6/2016 - Present
Keene Family YMCA, Keene NH Group Exercise Instructor, Personal Trainer	6/2008 - Present
Girl Scouts, Marlborough, NH Manager, Community Engagement & Recruitment	6/2014 - 7/2016
Yardley Domain, Marlborough, NH Director of Operations	6/2008 - 5/2014
Hesser College, Nashua, NH Kaplan University Director of Admissions	1/2004 - 5/2008
Kronos Incorporated, Chelmsford, MA Human Resources Generalist	3/1998 - 12/2003

AWARDS:

Director of the Year | Most Valuable Employee of the Year | Most Improved Director of the Year

EDUCATION AND CERTIFICATIONS:

BS, Organizational Management, Human Resource Management	Southern New Hampshire University
AAS, Human Services	Hesser College
Certification in Life Coaching	Kaplan University
Notary of the Public	State of New Hampshire
Search Lab Certification	Advanced Internet Recruitment Strategies
Certified Diversity Recruiter	Advanced Internet Recruitment Strategies
Group Exercise Instructor	National Exercise Trainers Association
Personal Training Certification	Athletics Fitness Association of America

VOLUNTER WORK:

Incorporator	Monadnock Family Services (MFS)
Registrar, Board Member	Keene Cal Ripken Baseball Association
Board Member	Moms On A Mission
Symonds PTA, Board Member	Philanthropy
Cheshire County H.O.C	Group Instructor to Female Inmates
Founder/ Speaker	Empowerment Monthly Seminars
Supporter	Visualiza, Providing vision for the Poor
General Support	Booster Club, Keene High School

Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

December 2007 – present

Responsibilities: Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

Monadnock Developmental Services, Inc. (Region V Area Agency)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Christine Yardley	PIH Coordinator	\$30,011	34%	\$10,241
Lynn Yeiter	Children's Service Coordination Supervisor	\$48,009	14%	\$6,503

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children’s chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites’ activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services’ web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

As referenced in the Request for Proposals in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions and their families will be impacted. They will not have access to the supportive services necessary to maintain their health at optimum levels, and parents will struggle to coordinate the children’s health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

Bidder Name
1. <u>Child & Family Services</u>
2. <u>Central NH VNA & Hospice</u>
3. <u>Community Crossroads</u>
4. <u>Community Partners</u>
5. <u>Families First</u>
6. <u>Gateways Community Services</u>
7. <u>VNA Home Health & Hospice Srvc</u>
8. <u>Monadnock Developmental Srvc</u>
9. <u>White Mountain Community Health Center</u>

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-07)

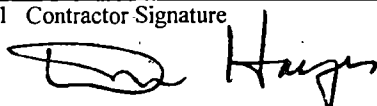
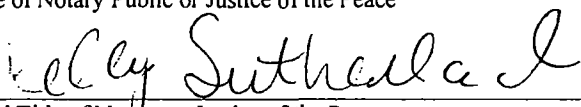
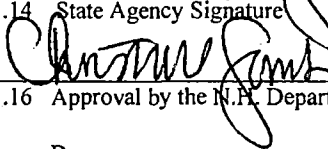
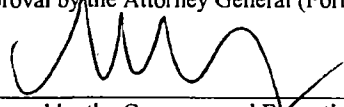
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-1304	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Don Hayes, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Cheshire</u> On <u>July 7, 2017</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]		KELLY SUTHERLAND, Notary Public My Commission Expires October 7, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Christine Santaniello			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Mega A. [unclear] Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DS/16
Date 7-7-17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials DSH
Date 7-7-17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 5, the Keene region. The towns associated with Region 5 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

Deall

7-7-17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Motivational interviewing.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.7. Maintain contact with families in the ways that best fit the individual family/young adult including, but not limited to:
 - 2.5.7.1. Home visits.
 - 2.5.7.2. Attending community meetings with the family/young adult.
 - 2.5.7.3. Email.
 - 2.5.7.4. Telephone calls.
 - 2.5.7.5. Mailings.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Sharing educational opportunities and supporting access regarding their rights and needs.
 - 2.7.2. Offering supportive listening.
 - 2.7.3. Being available to attend IEP or 504 meetings.
 - 2.7.4. Helping families write grants and apply for Medicaid.
 - 2.7.5. Providing feedback from other families that may be helpful.
 - 2.7.6. Coordinating opportunities for respite.
 - 2.7.7. Empowering the family so they are best able to advocate for themselves.
 - 2.7.8. Assisting in educating school nurses and other support staff.
 - 2.7.9. Collaborating with social workers and Care Coordinators.
 - 2.7.10. Encouraging training for youth and parents regarding advocacy and special education rights.
- 2.8. The Contractor shall assist families/young adults as needed with:
 - 2.8.1. Grant applications.
 - 2.8.2. Locating and initiating support groups.
 - 2.8.3. Transportation.
 - 2.8.4. Educational conferences and workshops.
 - 2.8.5. Understanding insurance and public assistance benefits.

ASLH

7-7-17



Exhibit A

- 2.8.6. Funding for medical expenses not covered by insurance.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.11. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.12. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition by:
- 2.12.1. Using the Transition Readiness Assessment – a tool developed by NH Family Voices (NHFV) and, as of January, 2017, a required planning element with youth and their families beginning at age fourteen (14).
 - 2.12.2. Providing respite funds, support of education and training opportunities, emotional and technical support, and resource identification.
- 2.13. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence,
- 2.14. The Contractor shall offer respite services to provide additional support to parents and their children.
- 2.15. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, the stakeholder group, and community partners.
- 2.16. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff as requested and required.
- 2.17. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to developing a strategic plan which targets the following five (5) areas:
- 2.17.1. Family Strategies.
 - 2.17.2. Relationships.
 - 2.17.3. Community Awareness.
 - 2.17.4. Employment.
 - 2.17.5. Workforce Development.
- 2.18. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.19. The Contractor shall provide intake services by:

BLT

7-7-17



Exhibit A

- 2.19.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
- 2.19.2. Describing services, program materials, relevant resources, and providing contact information.
- 2.19.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.19.3.1. Department Application for Services.
 - 2.19.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.19.3.3. Consent to bill Medicaid if applicable.
 - 2.19.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.19.3.5. Authorization for Use or Disclosure of Protected Health Information.
- 2.19.4. Determining eligibility per He-M 523 the process of which is:
 - 2.19.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.19.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.19.4.3. The Contractor reviews the completed form.
 - 2.19.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.19.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.19.4.6. Eligibility is re-determined annually.
- 2.20. The Contractor shall provide family support services including, but not limited to:
 - 2.20.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.20.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.20.2.1. Medical, health, and insurance.
 - 2.20.2.2. Community, transition, and independence
 - 2.20.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.

DSH

7-7-17



Exhibit A

- 2.20.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.21. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.21.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.21.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.21.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.21.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.21.4.1. Providing families with all information in ways that best match their processing style.
 - 2.21.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.21.4.3. Supporting the family's decisions and cultural needs.
 - 2.21.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.22. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
 - 2.22.1. Routine phone or in person meetings, at least monthly.
 - 2.22.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.22.3. Corrective Action development and oversight when a PIH Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.23. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.24. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.24.1. PIH staff orientation.
 - 2.24.2. Database training.
 - 2.24.3. FSC monthly meetings.
 - 2.24.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.25. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.

JCA

7-7-17



Exhibit A

- 2.26. The Contractor shall collaborate with community partners including, but not limited to:
- 2.26.1. Local physicians and family and pediatric practices.
 - 2.26.2. Managed Care Organizations (MCO) care coordinators and medical home care coordinators for families/young adults.
 - 2.26.3. Local schools.
 - 2.26.4. Impact Monadnock - birth to 5 project.
 - 2.26.5. Home Health, Hospice, and Community Services.
 - 2.26.6. Monadnock Developmental Services Family Council.
 - 2.26.7. Keene Housing Authority.
 - 2.26.8. Southwest Community Services.
 - 2.26.9. Monadnock United Way.
 - 2.26.10. Monadnock Area Community Coordinated Transportation.
- 2.27. The Coordinator shall provide families/young adults with a quarterly newsletter, "The Clipboard", that includes, but is not limited to:
- 2.27.1. State and local resources.
 - 2.27.2. Agency updates.
 - 2.27.3. An article featuring Partners in Health activities.
- 2.28. The Contractor shall provide logistical support when possible to encourage families/young adults to attend relevant training which may include, but is not limited to:
- 2.28.1. Child and Family Collaboration Conference.
 - 2.28.2. Leadership training through UNH- IOD.
 - 2.28.3. PIC workshops - IEP, 504 plans, transition.
 - 2.28.4. NH Family Voices Workshop- How to Participate in Meetings and Have Your Voice Heard.
 - 2.28.5. Youth advocacy conferences and training.
 - 2.28.6. Peer mentoring and support groups.
 - 2.28.7. Parent to parent connections.
- 2.29. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
- 2.29.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.29.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

Monadnock Developmental Services, Inc.

Exhibit A

Contractor Initials

[Handwritten Signature]

Date

[Handwritten Date: 7-7-17]



Exhibit A

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSCs positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSCs and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.

[Handwritten initials]

7-7-17



Exhibit A

- 4.2.4. Program effectiveness.
- 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 5. Information Security Requirements**
 - 5.1. 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.
 - 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
 - 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
 - 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
 - 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
 - 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

DWA

7-7-17



Exhibit A

- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

[Handwritten Signature]

7-7-17

**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**



Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

AFKA

7-7-17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Monadnock Developmental Services, Inc.

Budget Request for: Partners In Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (7/1/17 - 6/30/18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,025.00	\$ -	\$ 18,025.00			\$ -	\$ 18,025.00		\$ 18,025.00
2. Employee Benefits	\$ -	\$ -	\$ -			\$ -			\$ -
3. Consultants	\$ -	\$ -	\$ -			\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -			\$ -
Rental	\$ -	\$ -	\$ -			\$ -			\$ -
Repair and Maintenance	\$ -	\$ -	\$ -			\$ -			\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -			\$ -			\$ -
5. Supplies:	\$ -	\$ -	\$ -			\$ -			\$ -
Educational	\$ -	\$ -	\$ -			\$ -			\$ -
Lab	\$ -	\$ -	\$ -			\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -			\$ -
Medical	\$ -	\$ -	\$ -			\$ -			\$ -
Office	\$ -	\$ -	\$ -			\$ -			\$ -
6. Travel	\$ -	\$ -	\$ -			\$ -			\$ -
7. Occupancy	\$ -	\$ -	\$ -			\$ -			\$ -
8. Current Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
Telephone	\$ -	\$ -	\$ -			\$ -			\$ -
Postage	\$ -	\$ -	\$ -			\$ -			\$ -
Subscriptions	\$ -	\$ -	\$ -			\$ -			\$ -
Audit and Legal	\$ -	\$ -	\$ -			\$ -			\$ -
Insurance	\$ -	\$ -	\$ -			\$ -			\$ -
Board Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
9. Software	\$ -	\$ -	\$ -			\$ -			\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -			\$ -			\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -			\$ -			\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -			\$ -			\$ -
13. Other (specific details mandatory):	\$ 20,000.00	\$ -	\$ 20,000.00			\$ -	\$ 20,000.00		\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
TOTAL	\$ 38,025.00	\$ -	\$ 38,025.00	\$ -	\$ -	\$ -	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

0.0%

Contractor Initials

DELL

Date

7-7-17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

DeA

7-7-17

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

JSK

7-17

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

PKA

7-7-17



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

ACK

7-7-17

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

DSH

7-7-17



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

DGH

7-7-17



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Association of Manchester & Southern New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1070 Holt Avenue, Suite 1400 Manchester, NH 03109.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph #18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to one (1) year upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$152,100.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 7, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 7.



New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christine Santanillo
Name: Christine Santanillo
Title: Director, PUS

Visiting Nurse Association of Manchester &
Southern New Hampshire, Inc.

May 15, 2018
Date

Rachel Chaddock
Name: Rachel Chaddock
Title: Vice President, Home and Community Services

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Walborough on May 15, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kimberly Raymond
Signature of Notary Public or Justice of the Peace

Kimberly Raymond, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: **KIMBERLY A. RAYMOND**
~~Notary Public - New Hampshire~~
My Commission Expires December 6, 2022

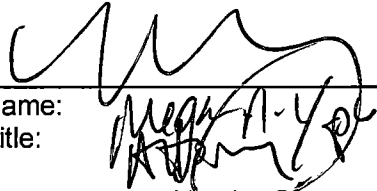


**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/10
Date


Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 7, the Manchester region. The towns associated with Region 7 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based approach to assessment and planning.
 - 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.



Exhibit A Amendment #1

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.8.1. Grant organizations.
 - 2.8.2. Camps.
 - 2.8.3. Child & Family Services.
 - 2.8.4. Physician offices.
 - 2.8.5. The VNA (host agency).
 - 2.8.6. Employment Support Services.
 - 2.8.7. Utility companies.
 - 2.8.8. Child Family Services.
 - 2.8.9. The Parent Information Center.
- 2.9. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils which may include, but are not limited to:
 - 2.9.1. Self-advocacy workshops such as Parents for Equity.
 - 2.9.2. Parenting and Family Solutions Workshops.
 - 2.9.3. Encouragement to use lending library at Family Voices.
 - 2.9.4. The PIH Family Support Coordinator (FSC) guides families and youth to selections of particular books and resources to address specific needs or deficits identified by the Family Council, an individual family, or by the FSC.



Exhibit A Amendment #1

- 2.9.5. IEP workshops.
- 2.9.6. Family budgeting resources through worksheets and classes.
- 2.9.7. The Contractor shall also notify families via email, direct mail, and in person (at home visits and Family Council meetings) about opportunities for education and available community educational supports.
- 2.10. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.11. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence.
- 2.12. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annually updated applications for all youth 14 years of age and older.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall provide intake services by:
 - 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:



Exhibit A Amendment #1

- 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.
 - 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall model the principles of family support in all Program activities, including but not limited to planning, governance, and administration, by:
- 2.18.1. Working with the family to complete a child or youth and family needs assessment and action plan.
 - 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.18.2.1. Medical, health, and insurance.
 - 2.18.2.2. Community, transition, and independence
 - 2.18.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.19.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.19.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner, while treating them with dignity and respect.
 - 2.19.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.



Exhibit A Amendment #1

- 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.19.4.1. Providing families with all information in ways that best match their processing style.
 - 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.19.4.3. Supporting the family's decisions and cultural needs.
- 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
- 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Motivational Interviewing
 - 2.22.5. Person-Center Planning.
 - 2.22.6. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.23. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.23.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.23.2. Monitoring CQI Plan progress.



Exhibit A Amendment #1

- 2.24. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
- 2.24.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.24.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the Family Support Coordinator.
- 3.2. The Contractor shall employ at least two (2) full-time PIH Family Support Coordinators (FSCs). Full-time is a minimum of thirty-five (35) hours per week.
- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.



Exhibit A Amendment #1

- 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:



Exhibit A Amendment #1

- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

New Hampshire Department of Health and Human Services

Bidden Program Name: Visiting Nurse Association of Manchester and Southern New Hampshire

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 59,679.00	\$ -	\$ 59,679.00	\$ 23,629.00	\$ -	\$ 23,629.00	\$ 36,050.00	\$ -	\$ 36,050.00
2. Employee Benefits	\$ 17,904.00	\$ -	\$ 17,904.00	\$ 17,904.00	\$ -	\$ 17,904.00	\$ -	\$ -	\$ -
3. Consultants (Interpret)	\$ 1,620.00	\$ -	\$ 1,620.00	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 8,811.00	\$ -	\$ 8,811.00	\$ 8,811.00	\$ -	\$ 8,811.00	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Misc Fees):	\$ -	\$ 12,540.00	\$ 12,540.00	\$ -	\$ 12,540.00	\$ 12,540.00	\$ -	\$ -	\$ -
13. Other (Direct Payments to Charities)	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
TOTAL	\$ 134,214.00	\$ 12,540.00	\$ 146,754.00	\$ 57,164.00	\$ 12,540.00	\$ 69,704.00	\$ 76,050.00	\$ -	\$ 76,050.00
Indirect As A Percent of Direct			9.3%						

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Region 7
Manchester (a double site*)
Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

* Based on the population size in the towns in the Manchester Region, this is considered a double site with two (2) Family Support Coordinators, twice the budget and twice the Medicaid allocation.

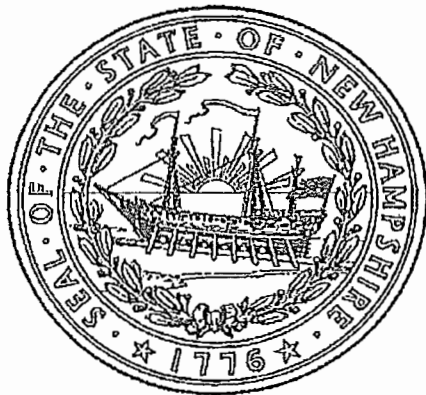
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 10, 1985. 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: 90436

Certificate Number : 0004087523



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Maryann Leclair, do hereby certify that:


1. I am a duly elected Officer (Chair) of VNA of Manchester & Southern NH, Inc..
2. The following is a true copy of the resolution duly adopted at a telephone meeting of the Executive Committee of the Board of Directors of the Agency duly held on May 15, 2018:

RESOLVED: That the Vice President, Home and Community Services is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of May, 2018.

4. Rachel Chaddock is the duly elected Vice President, Home and Community Services.

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Killsborough

The forgoing instrument was acknowledged before me this 15th day of May, 2018.

By Maryann Leclair
(Name of Elected Officer of the Agency)



(Notary Public Justice of the Peace)

(NOTARY SEAL)

KIMBERLY A. RAYMOND
Notary Public - New Hampshire
Commission Expires ~~My Commission Expires~~ December 6, 2022

CERTIFICATE OF COVERAGE

ISSUE DATE:
5/16/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PROGRAM BELOW.

COVERED PERSON	PROGRAM AFFORDING COVERAGE
Elliot Health System One Elliot Way Manchester, NH 03103	Elliot Health System Self-Insurance Program

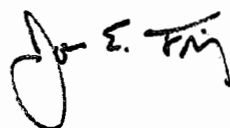
COVERAGES

THIS IS TO CERTIFY THAT THE COVERED PERSON NAMED ABOVE COMMENCING ON THE EFFECTIVE DATE LISTED BELOW THROUGH THE EXPIRATION DATE, LISTED BELOW. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
X General Liability	09/01/2017	09/01/2018	\$ 1,000,000 Per Claim \$ 3,000,000 in the Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS
Evidence of Insurance for VNA Home Health & Hospice Services, 1070 Holt Avenue, Suite 1400, Manchester, NH 03103

CERTIFICATE HOLDER	CANCELLATION
Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	Should the above described Program be canceled before the expiration date thereof, Elliot Health System will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.

AUTHORIZED REPRESENTATIVE
 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Safety National Casualty Corporation 15105	
INSURED Elliot Health System One Elliot Way Manchester, NH 03103	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W6206877 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

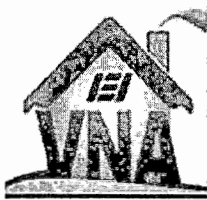
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	AGC4057553	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: VNA Home Health & Hospice Services, 1070 Holt Avenue, Suite 1400, Manchester, NH 03103.

CERTIFICATE HOLDER

CANCELLATION

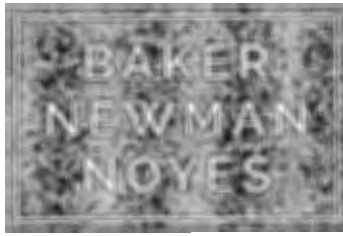
Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



VNA Mission

We are dedicated to improving the health and well being of our community by providing compassionate, caring and accessible health care. We affirm individual worth and dignity by addressing the needs of the mind, body and spirit.

Since 1897, we have helped the residents of the greater Manchester community face the challenges of recovering from surgery, physical disabilities, short-term, chronic or life-limiting illnesses and enjoy a quality of life while maintaining their dignity, all in the comfort of home.



**Visiting Nurse Association of Manchester
and Southern New Hampshire, Inc.
and Affiliates**

Audited Consolidated Financial Statements

*Years Ended June 30, 2017 and 2016
With Independent Auditors' Report*

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

Audited Consolidated Financial Statements

Years Ended June 30, 2017 and 2016

CONTENTS

Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Balance Sheets	3
Consolidated Statements of Operations and Changes in Net Assets	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Visiting Nurse Association of Manchester and
Southern New Hampshire, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates, which comprise the consolidated balance sheet as of June 30, 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation from the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Visiting Nurse Association of Manchester and
Southern New Hampshire, Inc. and Affiliates

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates as of June 30, 2017, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The financial statements of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates as of and for the year ended June 30, 2016, were audited by other auditors whose report dated September 12, 2016 expressed a qualified opinion on those financial statements. The basis for the qualified opinion was that, in prior years, Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates had not reported certain amounts billed as deferred revenue, as required by U.S. generally accepted accounting principles, as the result of a software error. Management corrected this error in 2016, but the effect of the correction on prior years had not been reflected as a restatement of previously reported net assets. As a result, revenue was understated and the decrease in net assets was overstated by \$259,000 in 2016.

Baker Newman + Noyes LLC

Manchester, New Hampshire
September 26, 2017

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

CONSOLIDATED BALANCE SHEETS

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,511,250	\$ 3,244,265
Accounts receivable, less allowance for doubtful accounts of \$321,897 in 2017 and \$351,924 in 2016 (notes 2 and 8)	1,570,595	1,894,803
Nonpatient receivables	25,650	101,057
Prepaid expenses and other current assets	<u>62,541</u>	<u>35,831</u>
Total current assets	5,170,036	5,275,956
Property and equipment, net	656,889	764,072
Assets limited as to use or restricted	<u>8,069,779</u>	<u>6,441,166</u>
Total assets	<u>\$13,896,704</u>	<u>\$12,481,194</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 264,717	\$ 375,012
Accrued salaries, wages and related accounts	1,106,574	1,135,464
Due to third-party payors	-	94,982
Amounts due to affiliates (note 9)	<u>365,250</u>	<u>336,893</u>
Total current liabilities	1,736,541	1,942,351
Accrued pension liability	<u>2,790,779</u>	<u>3,370,118</u>
Total liabilities	4,527,320	5,312,469
Net assets:		
Unrestricted	8,871,483	6,670,824
Temporarily restricted	34,841	34,841
Permanently restricted	<u>463,060</u>	<u>463,060</u>
Total net assets	<u>9,369,384</u>	<u>7,168,725</u>
Total liabilities and net assets	<u>\$13,896,704</u>	<u>\$12,481,194</u>

See accompanying notes.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Revenue:		
Patient service revenue (net of contractual allowances and discounts) (notes 2 and 3)	\$17,666,234	\$17,255,437
Provision for bad debts (notes 2 and 3)	<u>(11,748)</u>	<u>(96,781)</u>
Net patient service revenue	17,654,486	17,158,656
Investment income	162,296	135,942
Other revenue	<u>407,505</u>	<u>482,873</u>
Total revenue	18,224,287	17,777,471
Expenses:		
Salaries, wages and fringe benefits	14,107,788	14,089,261
Supplies and other expenses	3,103,564	3,302,320
Depreciation	<u>158,279</u>	<u>157,719</u>
Total expenses	<u>17,369,631</u>	<u>17,549,300</u>
Income from operations	854,656	228,171
Nonoperating gains (losses):		
Contributions	104,476	168,090
Investment return, net (note 5)	<u>467,751</u>	<u>(429,869)</u>
Total nonoperating gains (losses)	<u>572,227</u>	<u>(261,779)</u>
Excess (deficiency) of revenues and nonoperating gains (losses) over expenses	1,426,883	(33,608)
Pension adjustment	<u>773,776</u>	<u>(901,862)</u>
Increase (decrease) in net assets	2,200,659	(935,470)
Net assets, beginning of year	<u>7,168,725</u>	<u>8,104,195</u>
Net assets, end of year	<u>\$ 9,369,384</u>	<u>\$ 7,168,725</u>

See accompanying notes.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 2,200,659	\$ (935,470)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	158,279	157,719
Net realized and unrealized (gains) losses on investments	(467,751)	429,869
Pension adjustment	(773,776)	901,862
Changes in operating assets and liabilities:		
Accounts receivable, net	324,208	300,445
Nonpatient receivables	75,407	(71,204)
Prepaid expenses and other current assets	(26,710)	(10,632)
Accounts payable and accrued expenses	(110,295)	(100,553)
Accrued salaries, wages and related accounts	(28,890)	(339,755)
Due to third-party payors	(94,982)	-
Amounts due to affiliates	28,357	120,866
Accrued pension liability	<u>194,437</u>	<u>85,000</u>
Net cash provided by operating activities	1,478,943	538,147
Cash flows from investing activities:		
Net change in assets whose use is limited	(1,160,862)	(60,527)
Acquisition of property and equipment	<u>(51,096)</u>	<u>(130,493)</u>
Net cash used by investing activities	<u>(1,211,958)</u>	<u>(191,020)</u>
Net increase in cash and cash equivalents	266,985	347,127
Cash and cash equivalents, beginning of year	<u>3,244,265</u>	<u>2,897,138</u>
Cash and cash equivalents, end of year	<u>\$ 3,511,250</u>	<u>\$ 3,244,265</u>

See accompanying notes.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

1. Organization

Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. (VNAMSNH) is a nonstock, nonprofit corporation organized in New Hampshire.

As of June 30, 2000, VNAMSNH became a wholly-owned subsidiary of Elliot Health System (the System). The System is a holding company for a wide range of health care organizations providing comprehensive health care services to residents throughout southern New Hampshire.

VNAMSNH's primary purpose is to provide management services to the following affiliated organizations. The affiliation is accomplished through common board members.

Affiliates

VNA Home Health and Hospice Services, Inc. (VNAHHHS) was organized January 1, 1986 as a nonstock, nonprofit corporation in New Hampshire. VNAHHHS's primary purposes are to provide home health care, hospice and child health services to residents in the city of Manchester and the surrounding communities.

VNA Personal Services, Inc. (VNAPS) was organized January 1, 1986 in New Hampshire as a nonstock, nonprofit corporation. VNAPS provides personal care and private duty services to residents in the city of Manchester and the surrounding communities.

2. Summary of Significant Accounting Policies

The accounting policies that affect the more significant elements of the financial statements of the Association are summarized below:

Principles of Consolidation

The financial statements include the accounts of VNAMSNH and its affiliates VNAHHHS and VNAPS (collectively, the Association). The affiliations are through common board membership. All material intercompany balances and transactions have been eliminated in consolidation.

Charity Care

The Association has a formal charity care policy under which care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The Association does not pursue collection of amounts determined to qualify as charity care, and therefore for financial reporting purposes, charity care is excluded from net patient service revenue.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

In estimating the cost of providing charity care, the Association uses the ratio of average patient care cost to gross charges and then applies that ratio to gross uncompensated charges associated with providing charity care.

The Association is able to provide these services with funds received through local community support and state grants. Local community support consists of contributions and United Way and municipal appropriations.

Cash and Cash Equivalents

The Association considers cash in banks and all other highly liquid investments with original maturities of three months or less when purchased, excluding assets limited as to use, to be cash and cash equivalents.

The Association maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Association has not experienced any losses on such accounts and believes it is not exposed to any significant risk at June 30, 2017.

Patient Service Revenue

Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.

Providers of hospice services to patients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitation rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the Association analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Association analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), Association records a provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts. The Association's self-pay bad debt writeoffs decreased from \$61,470 in 2016 to \$41,775 in 2017. The net change in the allowance as a percentage of self-pay accounts receivable and bad debt writeoffs was a result of collection trends.

Income Taxes

The Association consists of three not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Association's tax positions and concluded the Association has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the financial statements.

Classification of Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use or Restricted

Assets limited as to use or restricted include assets designated by the governing board or restricted by donors.

Investments

Investments include donor endowment funds, donor restricted investments and board designated net assets and are measured at fair value in the balance sheets. Accordingly, investments have been classified as noncurrent assets on the accompanying balance sheet regardless of maturity or liquidity. The Association investments are pooled with the System investment portfolio and its allocable portion of investments is reflected in the balance sheets. The Association, in conjunction with the System, has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess (deficiency) of revenue over expenses unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Property and Equipment

Property and equipment is stated at cost, less accumulated depreciation. Maintenance repairs and renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is provided over the estimated useful life of each depreciable asset and is computed using the straight-line method.

Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenues and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The statements of operations also include excess (deficiency) of revenues and nonoperating losses over expenses. Changes in unrestricted net assets which are excluded from excess (deficiency) of revenues and nonoperating losses over expenses, consistent with industry practice, include pension adjustments.

Retirement Benefits

The Association participates in a defined benefit pension plan for certain employees, the Elliot Health System Pension Plan (the Plan).

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain employed by a participating System entity and in an eligible status.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974 (ERISA), plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Contributions allocated to System member employees, and the timing of payment of those contributions, are determined by System actuaries. The Association recorded pension expense related to the Plan of \$432,303 in 2017 and \$320,488 in 2016.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored tax sheltered annuity plan or 403(b) plan up to 3% of annual base pay.

The System also provides discretionary matching contributions to a tax sheltered annuity plan or 403(b) plan equal to one-half of the employee's contribution to a maximum 4% of their annual base pay.

Total expense incurred by the Association under the defined contribution plan was \$299,120 in 2017 and \$305,891 in 2016.

Workers' Compensation

The System established a self-insured irrevocable workers' compensation trust to fund anticipated losses for workers' compensation claims in which the Association participates. The System maintains an excess insurance policy to limit its exposure on claims to \$650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant. The Association's allocable portion of insurance costs is charged to the Association by the System.

Employee Health and Dental Insurance

The System maintains a self-insured health and dental plan in which employees of the Association participate. Under terms of the plan, employees and their dependents meeting certain eligibility requirements may participate in the plan. The System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage. The Association's allocable portion of insurance costs is charged to the Association by the System.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

Malpractice Loss Contingencies

The Association is insured against malpractice loss contingencies under claims-made insurance policies through the System. A claims-made policy provides specific coverage for claims made during the policy period. The System maintains excess professional and general liability insurance policies to cover claims in excess of liability retention levels. Effective February 1, 2011 through December 31, 2014, the System, including the Association, insured its medical malpractice risks through a multiprovider captive insurance company. Premiums paid were based upon actuarially determined amounts to adequately fund for expected losses. On December 31, 2014, the System exited the captive. As of January 1, 2015, the System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. At June 30, 2017 and 2016, there were no known malpractice claims outstanding for the Association which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required specific loss accruals. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Association.

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, accounts receivable, assets limited as to use or restricted, accounts payable, and estimated third-party payor settlements.

The fair value of all financial instruments approximates their relative book value as these financial instruments have short-term maturities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain 2016 amounts have been reclassified to permit comparison with the 2017 financial statements presentation format.

Subsequent Events

Events occurring after the balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through September 26, 2017 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Association expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Association on July 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Association is evaluating the impact that ASU 2014-09 will have on its financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the Association beginning July 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the Association's financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for the Association on July 1, 2018, with early adoption permitted. The Association is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net benefit cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the Association on July 1, 2019 with early adoption permitted. The Association is currently evaluating the impact of the pending adoption of ASU 2017-07 on its financial statements.

3. Net Patient Service Revenue

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for bad debts recognized in 2017 and 2016 from major payor sources, is as follows:

	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Net Patient Service Revenues Less Provision for Bad Debts</u>
2017				
Private payors (includes coinsurance and deductibles)	\$ 2,673,182	\$ 615,773	\$ —	\$ 2,057,409
Medicaid	1,336,483	547,439	—	789,044
Medicare	16,558,790	2,101,226	—	14,457,564
Self-pay	<u>362,217</u>	<u>—</u>	<u>11,748</u>	<u>350,469</u>
	<u>\$20,930,672</u>	<u>\$3,264,438</u>	<u>\$11,748</u>	<u>\$17,654,486</u>
2016				
Private payors (includes coinsurance and deductibles)	\$ 2,063,552	\$1,057,616	\$ —	\$ 1,005,936
Medicaid	1,641,572	305,099	—	1,336,473
Medicare	16,681,600	2,099,870	—	14,581,730
Self-pay	<u>408,591</u>	<u>77,293</u>	<u>96,781</u>	<u>234,517</u>
	<u>\$20,795,315</u>	<u>\$3,539,878</u>	<u>\$96,781</u>	<u>\$17,158,656</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

3. Net Patient Service Revenue (Continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be due to third-party payors increased net patient service revenue by approximately \$95,000 in 2017.

4. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Furniture and equipment	\$1,584,355	\$1,533,259
Less accumulated depreciation	<u>(927,466)</u>	<u>(769,187)</u>
Net property and equipment	<u>\$ 656,889</u>	<u>\$ 764,072</u>

5. Investments and Assets Limited as to Use

Investments are reported as assets limited as to use or restricted. Investments are stated at fair value and consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 338,099	\$ 248,589
Marketable equity securities	4,944,140	3,523,109
Fixed income securities	2,164,826	2,151,297
Alternative investments	<u>622,714</u>	<u>518,171</u>
	<u>\$8,069,779</u>	<u>\$6,441,166</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

5. Investments and Assets Limited as to Use (Continued)

Investment income and realized and unrealized gains (losses) on investments consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Unrestricted investment income:		
Investment income	\$162,296	\$ 135,942
Nonoperating gains and losses:		
Realized gain on investments	5,594	41,648
Net unrealized gain (loss) on investments	<u>462,157</u>	<u>(471,517)</u>
	<u>\$630,047</u>	<u>\$(293,927)</u>

Assets limited as to use or restricted consisted of the following board-designated and donor-restricted investments:

	<u>2017</u>	<u>2016</u>
Board designated	\$7,571,878	\$5,943,265
Donor restricted:		
Temporarily	34,841	34,841
Permanently	<u>463,060</u>	<u>463,060</u>
	<u>\$8,069,779</u>	<u>\$6,441,166</u>

6. Endowment Funds

Investment Policies

The Association's investment portfolio is managed by the System, which includes the Association's endowments and specific purpose funds. The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

6. Endowment Funds (Continued)

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation, and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4.5%, over a long-term time horizon (greater than 7 to 10 years).

The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the Association, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The Association currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows at June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>				
Donor-restricted endowment funds	\$ <u>—</u>	\$ <u>—</u>	\$ <u>463,060</u>	\$ <u>463,060</u>
<u>2016</u>				
Donor-restricted endowment funds	\$ <u>—</u>	\$ <u>—</u>	\$ <u>463,060</u>	\$ <u>463,060</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

7. Functional Expenses

The Association provides various services to patients within its geographic location. Expenses related to providing these services are as follows for the years ended June 30:

	<u>2017</u>	<u>2016</u>
Program services	\$14,225,378	\$ 15,383,710
Administrative and general	<u>3,144,253</u>	<u>2,165,590</u>
	<u>\$17,369,631</u>	<u>\$ 17,549,300</u>

8. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable by funding source at June 30:

	<u>2017</u>	<u>2016</u>
Medicare	73%	73%
Medicaid and other	<u>27</u>	<u>27</u>
	<u>100%</u>	<u>100%</u>

9. Related Party Transactions

The Association incurs operating expenses that have been charged by the System. Those expenses include workers' compensation, health and dental insurance, pension expense, occupancy costs, purchased services and other administrative costs. The Association incurred the following expenses with the System at June 30:

	<u>2017</u>	<u>2016</u>
Salaries and benefits	\$1,936,979	\$1,854,072
Workers' compensation	176,381	286,777
Pension expense	432,303	320,488
Occupancy	379,839	349,421
Program supplies	164,082	172,731
Revenue cycle management fee	436,629	421,620
Information technology management fee	381,876	363,684
Other administrative costs	<u>180,726</u>	<u>172,813</u>
	<u>\$4,088,815</u>	<u>\$3,941,606</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

10. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Association uses various methods including market, income and cost approaches. Based on these approaches, the Association often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Association utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Association is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the Association performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

In accordance with ASU-2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy. The following is a description of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Association at year end, which generally results in classification as Level 1 within the fair value hierarchy.

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

10. Fair Value Measurements (Continued)

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Association holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds and foreign bonds, which are primarily classified as Level 2 within the fair value hierarchy.

Alternative Investments

The Association invests in certain alternative investments that include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Association values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

Association management is responsible for the fair value measurements of alternative investments reported in the financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The following presents the balances of assets measured at fair value on a recurring basis at June 30:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2017</u>				
Investments held by the System:				
Assets at fair value	\$7,447,065	\$ <u>5,282,239</u>	\$ <u>2,164,826</u>	\$ <u>—</u>
Investments measured at net asset value	<u>622,714</u>			
Total assets	<u>\$8,069,779</u>			
<u>2016</u>				
Investments held by the System:				
Assets at fair value	\$5,922,995	\$ <u>3,771,698</u>	\$ <u>2,151,297</u>	\$ <u>—</u>
Investments measured at net asset value	<u>518,171</u>			
Total assets	<u>\$6,441,166</u>			

**VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

10. Fair Value Measurements (Continued)

The System invests certain assets on behalf of the Association. The System invests the amount in a pooled investment fund and allocates the return from the investment pool to the Association. The investment pool is invested in a variety of investments and amounts are available to the Association on demand.

Pooled investments held at the System consist of the following:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	22%	8%
Marketable equity securities	45	43
U.S. Government obligations	5	18
Corporate bonds	21	25
Foreign bonds	1	-
Investments measured at net asset value	6	6

The following table sets forth investments valued using a reported net asset value (NAV) as follows at June 30:

<u>Investment</u>	<u>Unfunded Commitments of the System</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
2017:			
Global Equity Fund	\$ 203,044	Liquid	None
Multi-Strategy Hedge Fund	-	Illiquid	None
Commingled REIT Fund	1,971,361	Liquid	None
Multi-Strategy Hedge Fund Equity Fund	-	Quarterly Monthly	65 days 90 days
Multi-Strategy Hedge Fund	-	Closed until 2018	None
2016:			
Global Equity Fund	\$ 206,403	Liquid	None
Multi-Strategy Hedge Fund	-	Illiquid	None
Commingled REIT Fund	1,971,361	Liquid	None
Multi-Strategy Hedge Fund Equity Fund	-	Quarterly Monthly	65 days 90 days
Multi-Strategy Hedge Fund	-	Closed until 2018	None



**VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire**

VNA BOARD OF TRUSTEES

1. Debra Achramowicz, Treasurer
2. Mary Ann Aldrich
3. Consuelo Alvarez, MD
4. John Clayton
5. Sean Doherty
6. Sheila Evjy
7. John Hession
8. Maryann Leclair, Chair
9. Maureen McKeon O'Reilly
10. Selma Naccach-Hoff, Secretary
11. Terry Pfaff, Vice Chair
12. Owen Scollan

Bethany Arcand (Resumé)

To Whom It May Concern,

I am responding to your advertisement on the Elliot Hospital career website for the need of a Family Support Coordinator. I am writing to introduce myself as a viable candidate for this position.

As evidenced in my resume, I have a strong academic background in Social Work from the University of New Hampshire, as well as an internship at New Futures, LLC. The past two years also granted me the opportunity to gain experience working with children with autism as a Registered Behavior Technician. Working as an RBT with Butterfly Effects strengthened the professional skills taught at UNH. This position expanded my ability to collect, record, and summarize data and service notes. In addition to collecting data, this position allowed me to work with clients in their homes and in the community. These experiences honed my communication and adaptive skills through direct contact with clients in a variety of settings.

During my academic tenure at UNH I delved into the intricacies of social work practice through my internship at New Futures. This agency specializes in political advocacy surrounding drugs and alcohol and taught me how to absorb, interpret, and synthesize complex information in order to summarize and present to my supervisors. New Futures helped me expand my written and oral communication skills through advocacy on HB 492 in 2014 and coordinating community conversations to discuss how drugs and alcohol effect their lives.

To me, the Elliot hospital exemplifies effective family and medical services. Through the range of services the Elliot hospital provides to the state of New Hampshire's citizens, I feel as if the preservation and health of the family unit is the hospital's main priority. By focusing counseling efforts on the whole family and connecting them to key resources, it is clear that the Elliot prioritizes the family's health and wellbeing to ensure familial success. This commitment to strengthening a family's support system and autonomy within a complex health system is extremely appealing to me.

As is evident in my resume, I currently reside in the state of Virginia due to my husband's contract with the U.S. Navy. I am returning to New Hampshire on December 13th permanently, because my husband's contract with the Navy is expiring. I am available via Skype, phone, and email until December 14th when I can meet in person.

I would appreciate the opportunity to discuss with you how my education and work experience can contribute to the success of the clients at your agency. I will be contacting you shortly on the phone to talk about the possibility of arranging an interview. Thank you for your time and consideration.

Sincerely,

Bethany Arcand

Resume

Social Work/ Case Management

Seeking a Social Work and Case Management position where I can apply my extensive Behavioral health knowledge, social work degree, communication and leadership skills in a social services environment.

Skills

High level communicator, both written and oral

Strong advocate for clients to utilize self determination to reach desired outcome

Received extensive, hands-on leadership training

Innovative thinker

NASW Student Member 2014

Phi Alpha Member 2014

NH Providers Association

Member 2014

Mental Health First Aid Certified

Basic Life Support Certified

Bethany Arcand

8432 O'Conner Crescent ? Norfolk, VA 23503 ??76036609033 ??Bethany.arcand@gmail.com

*

Professional Experience

Butterfly Effects, LLC. – Virginia Beach, VA

Registered Behavior Technician July 2014 to Present

- Provide direct client care utilizing Applied Behavioral Analysis (ABA) techniques to contribute to a reduction in maladaptive behaviors and an increase in positive social skills.
- Collaborate with a team of care professionals and client's family to assess and implement functional goals.
- Collect, record, and summarize measurable and observable data according to the client's individualized treatment plan.
- Create and communicate data sheet to other team members.
- Effectively communicate with family and outside caregivers regarding client's goals for communication and social behavior expectations.
- Train new RBTs upon introduction to specific clients.
- Understand the importance of empathy and proactive care.

New Futures, Inc. – Concord, NH

Intern September 2013 – May 2014

- Mobilize advocates to participate in community conversations across NH.
- Research marijuana legalization policy and synthesize findings for use by agency's advocacy director.
- Attend multiple legislative committee hearings, summarize the discussion, and present findings to team.
- Co-trained 20 youth in the fundamental skills of policy and advocacy.
- Utilize communication and public speaking skills to influence legislation.
- Testify in front of Senate committee opposing HB1625.

Hannaford – Goffstown, NH

Service leader September 2010 – May 2014

- Employ multi-tasking, coordination, and time management skills to supervise 20-30 associates in a high pressure environment.
- Monitor and assess employee performance and make recommendations for skill development.
- Utilize active listening and problem solving skills to meet the needs of customers.
- Balance associate and business needs to allow for 95-100% efficiency as measured by store productivity compared to customer and item counts.

Camp Fatima – Gilmantown IW, NH

Counselor, Special Needs Week June 2010, 2011, 2012

- Coordinated 9-10 people of diverse ages with cognitive disabilities 24 hours per day for 6 days.
 - o 55-80 year olds; 16-22 year olds; 40-54 year olds respectively.
- Aided in accomplishing activities of daily living with campers throughout their time at camp.
- Collaborated with peers in order to implement safe and exciting individual and group activities.
- Identified the effectiveness of the activities and adapted to the expressed and unexpressed needs of campers.

Camp Bernadette – Wolfeboro, NH

Counselor June – August 2010, 2011

- Collaborated with a team of four peers in order to implement safe and exciting team-building activities for children between the ages of 6 and 15 years old.
- Led adventure programs on a 10 low-element adventure course.
- Mediated conflict resolution using age-appropriate language, role modeling, and mentorship.

Somersworth Youth Safe Haven – Somersworth, NH

Counselor September - December 2011

- Prepared and organized student involvement in team building activities.
- Evaluated student achievement in school and aided in successful completion of homework daily.
- Mentored students in relationship-building and conflict resolution skills.

Education

Bachelor of Science
Major in Social Work

University of New Hampshire
Durham, New Hampshire
Graduation Date: May 2014

Maria Lucia Petagna



EDUCATION

Southern New Hampshire University, *M.S. in Public Health*, currently matriculated

New York University, The Steinhardt School of Education, *B.S. in Nutrition & Food Studies*, May 2004

EMPLOYMENT HISTORY

Elliot Health System/Manchester VNA – Partners In Health

Manchester, NH

Family Support Coordinator

June 2016 – Present

- Work with families who have children with chronic medical conditions
- Visit with families in their home or in the community to assess strengths and identify needs and goals related to the child's medical condition
- Connect families with appropriate resources to meet their needs; including but not limited to community organizations, local and state supports, and other funding sources
- Grant writing
- Oversee Family Council for monthly meetings and events

Doula

Concord, NH

January 2015 – Present

- Assist ladies in the antenatal period with formulating a birth and parenting vision, balancing expectations, and reviewing logistics as well as coping techniques to employ in both pregnancy and early labor
- Support mothers and their support team in non-clinical ways through the process of labor and birth
- Help mothers initiate and establish breastfeeding with their newborn
- Care for new mothers in the post-partum period through practical means, be it cleaning, shopping, assistance with breastfeeding, listening, or finding resources
- Provide support for ladies who are considering or choose to end their pregnancy
- Always approach all aspects of doula work with unbiased compassion

Georgia's Eastside BBQ

New York, NY

CFO/General Manager

June 2007 – June 2016

- Managed all finances and bookkeeping for small business
- Performed all necessary office, PR, and HR duties
- Served tables and take-out/delivery customers, prepped and cooked food, handled cash register, catering
- Collaborated with owner and chef on ways to improve all aspects of operation

Kingsborough Community College – Department of Tourism & Hospitality

Brooklyn, NY

Culinary Lab Technician

January 2007 – August 2007

- Oversaw budget and management of Culinary Management Center
- Processed and received food, equipment, and service orders for general and educational use
- Organized and maintained inventory
- Collaborated with colleagues on grant writing, fund allocation, and program goals and initiatives

The William J. Clinton Foundation – Clinton Global Initiative

New York, NY

Intern

September 2006 – December 2006

- Assisted Membership Department with general office duties, official correspondence, and the preparation and execution of The Initiative's annual event

NYU – Computer Science Department

New York, NY

Administrative Aide II for Academic Programs

January 2002 – August 2006

- Managed main department office and supervised two assistants
- Performed general office duties for administrators and faculty
- Provided telephone, mail, fax, and e-mail support to students, faculty, and public
- Coordinated the compulsory master's program exit exam bi-annually
- Created and maintained MS Excel spreadsheets and MS Access databases
- Assisted with the coordination and supervision of special events
- Maintained pages of department website

Lynda Martin-Heaney



WORK EXPERIENCE

ELLIOT HEALTH SYSTEM, Manchester, NH

Clinical Manager, Jun 2015 – Present

- Collaborate with the leadership team, education team, and other health care professionals and service providers to ensure optimal patient care.
- Read current literature, talk with colleagues, or participate in professional organizations or conferences to keep abreast of developments in nursing.
- Develop or assist direct care staff in development of care and treatment plans.
- Develop, implement, and evaluate standards of nursing practice in specialty area such as IV, pediatrics, and maternal/child health.
- Identify training needs or conduct training sessions for nursing staff.
- Maintain departmental policies, procedures, objectives, or infection control standards in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Evaluate the quality and effectiveness of nursing practice and organizational systems.
- Instruct nursing staff in areas such as the assessment, development, implementation and evaluation of disability, illness, management, technology, and resources.
- Direct and supervise nursing staff in the provision of patient therapy.
- Develop nursing service philosophies, goals, policies, priorities, and procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Coordinate or conduct educational programs or in-service training sessions on topics such as clinical procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.

Registered Nurse II - IV, Sep 2012 – Jun 2015

- Home administration of IV therapies including chemotherapy, antibiotics, and hydration; Home medication reconciliation; Training and education with patients and families on independent home administration of IV therapies, complete and correct medication administration, and independent wound care; Care Planning; Discharge planning and coordination; Coordination of care with PCPs and specialists; Collaboration with PT, OT, and SLP staff; Collaboration with Hospice staff to transition end of life cases; Peer mentor and primary IV Preceptor; Student mentor; Wound Vac Team member.


GENESIS HEALTHCARE-PLEASANT VIEW, Concord, NH

Registered Nurse - TCU, Sep 2010 – Sep 2012

- Full time primary nurse on busy TCU/Rehab floor. Responsibilities included Medication administration, Delivery of prescribed treatments, Wound care (wound vac experience), Peer training/orientation, Collaboration with therapies (PT, OT, and ST), Alternate charge nurse, Leading care plan meetings, Coordinating patient care with Primary Care Providers, Staff daily assignments, Patient/family teaching. Experienced with IV medications, tube feedings, CADD infusion pumps, and more.

PRIVATE CLIENT (NAME AVAILABLE UPON INTERVIEW), Pembroke, NH

Private Duty Home Health Assistant, Aug 2009 – Sep 2010

- Home health aide assisting quadriplegic client with afternoon and evening ADL's including assistance with physical therapy exercises, incontinent care, and repositioning using mechanical lift equipment (Hoyer lift). Contact information available upon request.
- 

2010 ACT ONE CREATIVE, LLC CONCORD, NH , Concord, NH

Office Manager/Bookkeeper , Jan 2009 – Sep 2010

- Part time office manager and bookkeeper for a well-established graphic design agency. Duties included monthly account reconciliation, weekly accounts payable and receivable, weekly payroll preparation, and Federal and State payroll tax reporting.

BEAUCHESNE & ASSOCIATES, LLC , Pembroke, NH

Bookkeeper/Payroll Processor, Mar 2006 – Sep 2010

- Part time/full time bookkeeping and payroll processing for several clients of a mid-sized accounting firm. Duties included monthly account reconciliation, payroll processing, accounts payable and receivable, and Federal and State payroll tax reporting.

MONTMINY'S COUNTRY STORE , Pembroke, NH

Owner/Operator, Jul 2003 – Feb 2007

- Oversaw all areas of business operations for small country market/take-out restaurant including staff management, bookkeeping and banking, inventory and ordering for retail and restaurant, customer service, menu creation and cooking.

PR RESTAURANTS (PANERA BREAD), Portsmouth, NH

Assistant Manager, Jan 2002 – Jul 2003

- Daily responsibilities included running shifts within corporate guidelines, hiring and training of restaurant staff, scheduling, cash reconciliation, and daily banking.

AMERICAN TRADITIONAL DESIGNS, Northwood, NH

Art Services Director, Mar 1998 – Jan 2002

- Responsibilities included overseeing production of all advertising and marketing pieces, directing photo shoots, coordination of catalogs, graphics and print collateral for trade shows, and hiring/training of art department staff.

PROMARK PROMOTIONS, Concord, NH

Senior Designer, Feb 1991 – Mar 1998

- Performed all senior level tasks: creating multimedia marketing pieces, designing corporate ID packages, writing and directing TV and radio spots, and outsourcing.

EDUCATION

Derry Adult Education, Derry, NH

Completed GED

Granite State College, Concord, NH

Completed coursework towards Business Administration, Mar 1996

Carried 4.0 GPA

Northern Essex Community College, Lawrence, NH

Associates of Science, Nursing , May 2010

Graduated Summa Cum Laude

Franklin Pierce University, Rindge, NH

Bachelor of Science, Nursing, May 2016

Graduated Summa Cum Laude



Visiting Nurse Association of Manchester & Southern NH, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Petagna	Family Support Coordinator	30,072.12	60%	\$18,025.00
Bethany Aracand	Family Support Coordinator	\$30,746.56	59%	\$18,025.00
Lynda Martin Heaney	Clinical Manager	\$91,000.00	0%	0%

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children’s chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites’ activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services’ web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

As referenced in the Request for Proposals in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions and their families will be impacted. They will not have access to the supportive services necessary to maintain their health at optimum levels, and parents will struggle to coordinate the children’s health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

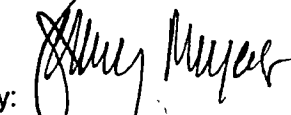
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Child & Family Services
 2. Central NH VNA & Hospice
 3. Community Crossroads
 4. Community Partners
 5. Families First
 6. Gateways Community Services
 7. VNA Home Health & Hospice Srvc
 8. Monadnock Developmental Srvc
 9. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-08)

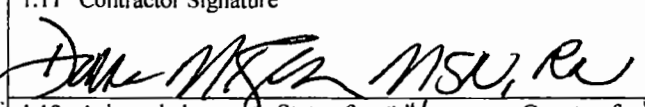
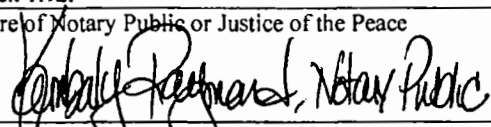
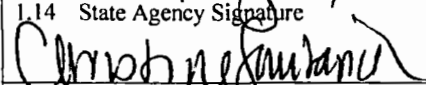
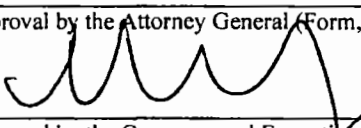
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Visiting Nurse Association of Manchester & Southern New Hampshire, Inc.		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-622-3781	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$76,050.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DONNA M. FRIZZER MSN, RN Director of Home Care & Community Services VNA Leadership	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Willsborough</u> On <u>July 8, 2017</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]		KIMBERLY A. RAYMOND Notary Public - New Hampshire My Commission Expires December 19, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly Raymond, Administrative Assistant II, VNA Leadership			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christopher Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Ycobi - Attorney 7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 7, the Manchester region. The towns associated with Region 7 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

JMF

2/3/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.8.1. Grant organizations.
 - 2.8.2. Camps.
 - 2.8.3. Child & Family Services.
 - 2.8.4. Physician offices.
 - 2.8.5. The VNA (host agency).
 - 2.8.6. Employment Support Services.
 - 2.8.7. Utility companies.
 - 2.8.8. Child Family Services.
 - 2.8.9. The Parent Information Center.
- 2.9. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils which may include, but are not limited to:
 - 2.9.1. Self-advocacy workshops such as Parents for Equity.
 - 2.9.2. Parenting and Family Solutions Workshops.
 - 2.9.3. Encouragement to use lending library at Family Voices.
 - 2.9.4. The PIH Family Support Coordinator (FSC) guides families and youth to selections of particular books and resources to address specific needs or deficits identified by the Family Council, an individual family, or by the FSC.

CMF

7/3/17



Exhibit A

- 2.9.5. IEP workshops.
- 2.9.6. Family budgeting resources through worksheets and classes.
- 2.9.7. The Contractor shall also notify families via email, direct mail, and in person (at home visits and Family Council meetings) about opportunities for education and available community educational supports.
- 2.10. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.11. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence.
- 2.12. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.13. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.14. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.15. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.16. The Contractor shall provide intake services by:
 - 2.16.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.16.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.16.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.16.3.1. Department Application for Services.
 - 2.16.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.16.3.3. Consent to bill Medicaid if applicable.
 - 2.16.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.16.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.16.4. Determining eligibility per He-M 523 the process of which is:
 - 2.16.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.16.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.

JMF
7/3/11



Exhibit A

- 2.16.4.3. The Contractor reviews the completed form.
 - 2.16.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.16.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.16.4.6. Eligibility is re-determined annually.
- 2.17. The Contractor shall provide family support services including, but not limited to:
- 2.17.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.17.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.17.2.1. Medical, health, and insurance.
 - 2.17.2.2. Community, transition, and independence
 - 2.17.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.17.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.18. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.18.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.18.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner, while treating them with dignity and respect.
 - 2.18.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.18.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.18.4.1. Providing families with all information in ways that best match their processing style.
 - 2.18.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.18.4.3. Supporting the family's decisions and cultural needs.

[Handwritten Signature]
Date *7/31/17*



Exhibit A

- 2.18.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
 - 2.19. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.19.1. Routine phone or in person meetings, at least monthly.
 - 2.19.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.19.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
 - 2.20. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
 - 2.21. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.21.1. PIH staff orientation.
 - 2.21.2. Database training.
 - 2.21.3. FSC monthly meetings.
 - 2.21.4. Motivational Interviewing
 - 2.21.5. Person-Center Planning.
 - 2.21.6. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
 - 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
 - 2.23. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.23.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.23.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 3. Staffing**
- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the Family Support Coordinator.
 - 3.2. The Contractor shall employ at least two (2) full-time PIH Family Support Coordinators (FSCs). Full-time is a minimum of thirty-five (35) hours per week.



Exhibit A

- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
- 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.



Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

[Handwritten Signature]
[Handwritten Date] 7/3/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

AMK
7/3/17



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$80,886.00 for the State Fiscal Year.

3. The Contractor shall utilize \$40,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$12,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

SMF
7/3/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Visiting Nurse Association of Manchester and Southern New Hampshire

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 59,679.00	\$ -	\$ 59,679.00	\$ 23,629.00	\$ -	\$ 23,629.00	\$ 36,050.00	\$ -	\$ 36,050.00
2. Employee Benefits	\$ 17,904.00	\$ -	\$ 17,904.00	\$ 17,904.00	\$ -	\$ 17,904.00	\$ -	\$ -	\$ -
3. Consultants (Interpreters)	\$ 1,620.00	\$ -	\$ 1,620.00	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 8,811.00	\$ -	\$ 8,811.00	\$ 8,811.00	\$ -	\$ 8,811.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Vip Fees):	\$ -	\$ 12,540.00	\$ 12,540.00	\$ -	\$ 12,540.00	\$ 12,540.00	\$ -	\$ -	\$ -
13. Other (Direct Payments to Clients):	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
TOTAL	\$ 134,214.00	\$ 12,540.00	\$ 146,754.00	\$ 57,164.00	\$ 12,540.00	\$ 69,704.00	\$ 76,050.00	\$ -	\$ 76,050.00
Indirect As A Percent of Direct		9.3%							



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

DMF

7/3/14



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
Date 7/3/17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

DMF

7/3/17



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Partners in Health Family Support Services
for Children and Adolescents with Chronic Health Conditions Contract**

This 1st Amendment to the Partners in Health Family Support Services for Children and Adolescents With Chronic Health Conditions contract (hereinafter referred to as "Amendment #1"), dated this 19th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 298 White Mt. Hwy, PO Box 2800 Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph #18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to one (1) year upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; 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, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$76,050.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B-2, SFY 2019 Budget.
7. Delete Exhibit K, Towns in Region 11, in its entirety, and replace with Exhibit K, DHHS Information Security Requirements.
8. Add Exhibit L, Towns in Region 11.

Exhibit A Amendment #1
Page 1 of 3



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/18
Date

Christine Sankhella
Name: Christine Sankhella
Title: Director, DBSS

White Mountain Community Health Center

04/26/2018
Date

Kenneth Porter
Name: Kenneth Porter
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on April 26, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane Brothers
Signature of Notary Public or Justice of the Peace

Diane Brothers
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____
DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019




**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
With Chronic Health Conditions**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/18/16
Date


Name: Megan A. Goss
Title: 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 A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 11, the Conway region. The towns associated with Region 11 are listed in Exhibit L.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.



Exhibit A Amendment #1

- 2.5.2. Strengths-based approach to assessment and planning.
- 2.5.3. Motivational Interviewing, Coaching, and Person-Centered Planning.
- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering families so they are best able to advocate for themselves.
 - 2.7.7. Communicating and collaborating with community partners.
 - 2.7.8. Educating the Family Support Council.
 - 2.7.9. Attending medical appointments.
 - 2.7.10. Assisting families in accessing resources.
- 2.8. The Contractor shall be available for crisis intervention when possible.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
 - 2.9.1. Monthly Family Council meetings.
 - 2.9.2. State level coordinators' meetings.
 - 2.9.3. Joint Lead Agency Supervisor and Family Support Coordinator meetings.
 - 2.9.4. Stakeholder meetings.
 - 2.9.5. Early Childhood Collaborative and the Carroll County Collaborative meetings.



Exhibit A Amendment #1

- 2.9.6. Partnering with agencies that include, but are not limited to:
- 2.9.6.1. Northern Human Services.
 - 2.9.6.2. The Area Agency.
 - 2.9.6.3. Children Unlimited.
 - 2.9.6.4. Health Families America.
 - 2.9.6.5. Visiting Nurses.
 - 2.9.6.6. Headstart.
 - 2.9.6.7. Local schools.
 - 2.9.6.8. School nurses.
 - 2.9.6.9. Primary care providers in house and in the community.
 - 2.9.6.10. Mental health providers.
 - 2.9.6.11. DCYF.
 - 2.9.6.12. Hospitals.
 - 2.9.6.13. Courts.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group incorporating information from the following:
- 2.13.1. Reviewing the individual requests of families.
 - 2.13.2. Looking for trends in the referrals made to the program.
 - 2.13.3. Using the Community Needs Assessment done by the Memorial Hospital.
 - 2.13.4. Meeting annually with school nurses.
 - 2.13.5. Meeting annually with medical providers.
 - 2.13.6. Meeting routinely with social service agencies..
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.



Exhibit A Amendment #1

- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which include, but are not limited to:
 - 2.15.1. State surveys.
 - 2.15.2. Council generated surveys.
 - 2.15.3. Family Support Council feedback.
 - 2.15.4. Supervision of families that includes, but is not limited to:
 - 2.15.4.1. Regular home visits.
 - 2.15.4.2. Annual evaluations.
 - 2.15.4.3. State audits feedback from families and community partners.
 - 2.15.4.4. Monthly review of documentation of family needs assessments.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall use the Transition Readiness Assessment Questionnaire (*TRAQ) as part of new and annual update applications for all youth 14 years of age and older.
- 2.18. The Contractor shall provide intake services by:
 - 2.18.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.18.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.18.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.18.3.1. Department Application for Services.
 - 2.18.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.18.3.3. Consent to bill Medicaid if applicable.
 - 2.18.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.18.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.18.4. Determining eligibility per He-M 523 the process of which is:
 - 2.18.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.



Exhibit A Amendment #1

- 2.18.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.18.4.3. The Contractor reviews the completed form.
 - 2.18.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.18.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.18.4.6. Eligibility is re-determined annually.
- 2.19. The Contractor shall model the principles of family support in all Program activities, including but not limited to planning, governance, and administration, by:
- 2.19.1. Working with the family to complete a child or youth and family needs assessment and action plan.
 - 2.19.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.19.2.1. Medical, health, and insurance.
 - 2.19.2.2. Community, transition, and independence
 - 2.19.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.19.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.20. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.20.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.20.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.20.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.20.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.20.4.1. Providing families with all information in ways that best match their processing style.

100P

04/14/2018



Exhibit A Amendment #1

- 2.20.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.20.4.3. Supporting the family's decisions and cultural needs.
- 2.20.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and desires.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor provides appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
 - 2.21.1. Routine phone or in person meetings, at least monthly.
 - 2.21.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.21.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.22. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
- 2.23. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.23.1. PIH staff orientation.
 - 2.23.2. Database training.
 - 2.23.3. FSC monthly meetings.
 - 2.23.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.24. The Contractor shall develop a Continuous Quality Improvement Plan (CQI) based on the Program Self-Assessment conducted in FY 2018, including, but not limited to:
 - 2.24.1. Using a staff Self-Reflection Checklist and a Participant Survey to enhance the CQI Plan.
 - 2.24.2. Monitoring CQI Plan progress.
- 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.

MSB

04/16/2018



Exhibit A Amendment #1

- 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, using criteria described in Section 3, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.

LDP

04/14/2018



Exhibit A Amendment #1

- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 4.4. The Contractor shall scan and upload documents to the PIH Database as instructed by SMS / PIH staff.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation,

1028
01/14/2018



Exhibit A Amendment #1

use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:

- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance and Process Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children and youth shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

KDF

04/14/2018

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 40,399.00	\$ -	\$ 40,399.00	\$ 24,036.00	\$ -	\$ 24,036.00	\$ 16,363.00	\$ -	\$ 16,363.00
2. Employee Benefits	\$ 12,690.00	\$ -	\$ 12,690.00	\$ 12,690.00	\$ -	\$ 12,690.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,359.00	\$ -	\$ 1,359.00	\$ 609.00	\$ -	\$ 609.00	\$ 750.00	\$ -	\$ 750.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone (PIH Direct Use Line)	\$ 1,156.00	\$ -	\$ 1,156.00	\$ 1,156.00	\$ -	\$ 1,156.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,450.00	\$ 1,450.00	\$ -	\$ 1,450.00	\$ 1,450.00	\$ -	\$ -	\$ -
DSL of PIH (Internet Video Conf'g)	\$ 912.00	\$ -	\$ 912.00	\$ -	\$ -	\$ -	\$ 912.00	\$ -	\$ 912.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 279.00	\$ -	\$ 279.00	\$ 279.00	\$ -	\$ 279.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Flex Funds Re-Imbursements):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
G.M. - Office Supplies	\$ 91.00	\$ -	\$ 91.00	\$ 91.00	\$ -	\$ 91.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 76,886.00	\$ 2,250.00	\$ 79,136.00	\$ 38,861.00	\$ 2,250.00	\$ 41,111.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

2.9%

0.0%



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

1250
04/16/2018
E1105

04/16/2018



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

102P

04/16/2018



DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

LOS

04/16/2018



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

LOP

04/16/2018



Exhibit K

DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Region 11
Conway
Albany
Bartlett
Brookfield
Chatham
Conway
Eaton
Effingham
Freedom
Harts location
Jackson
Madison
Moultonboro
Ossipee
Sandwich
Tamworth
Tuftonboro
Wakefield
Wolfeboro

State of New Hampshire

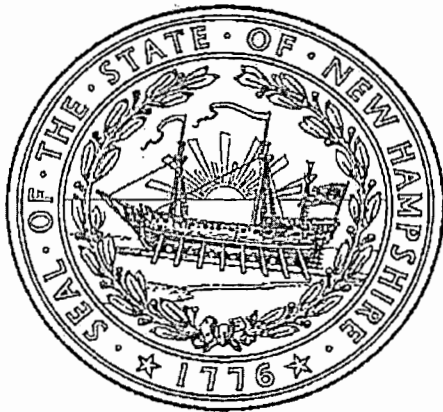
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 1981. 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: 62590

Certificate Number : 0004091110



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carol Hastings, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 23, 2017:
RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26th day of April 2018.
4. Kenneth Porter is the duly elected Executive Director of the Agency.

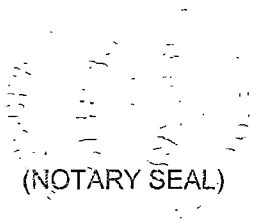
Carol Hastings
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 26th day of April, 2018, by Carol Hastings.

Diane Brothers
(Notary Public/Justice of the Peace)



DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

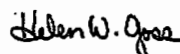
PRODUCER Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement PHONE (A/C, No, Ext): (603)356-6926 E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com	FAX (A/C, No): (603)356-6934
	INSURER(S) AFFORDING COVERAGE	
INSURED White Mountain Community Health Center PO Box 2800 Conway NH 03818	INSURER A: Travelers Indemnity Co. NAIC # 25658	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	UB9H902615	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DHHS-Contract Unit
Primary Care

CERTIFICATE HOLDER DHHS Contracts & Procurement 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

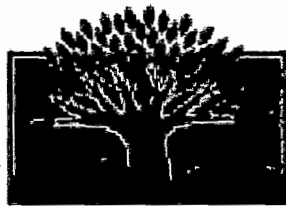
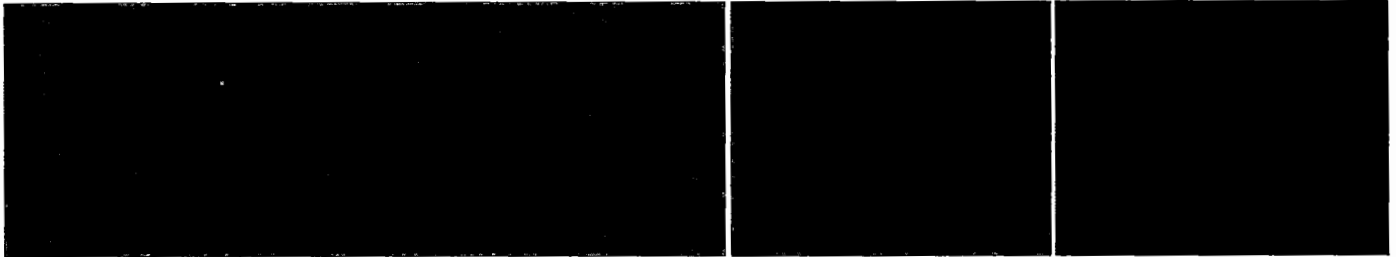


Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Mission Statement

White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.



**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.

FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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 White Mountain Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 20, 2017

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash	\$ 176,339	\$ 219,279
Patient accounts receivable, less allowance for uncollectible accounts of \$17,862	93,633	87,519
Other receivables	57,727	91,388
Prepaid expenses	<u>14,624</u>	<u>28,618</u>
Total current assets	342,323	426,804
Investments	245,481	230,317
Assets limited as to use	37,119	22,593
Property and equipment, net	<u>79,887</u>	<u>135,384</u>
Total assets	<u>\$ 704,810</u>	<u>\$ 815,098</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 16,845	\$ 13,781
Accrued payroll and related amounts	66,639	57,712
Deferred revenue	<u>62,045</u>	<u>74,822</u>
Total current liabilities and total liabilities	<u>145,529</u>	<u>146,315</u>
Net assets		
Unrestricted	522,162	646,190
Temporarily restricted	<u>37,119</u>	<u>22,593</u>
Total net assets	<u>559,281</u>	<u>668,783</u>
Total liabilities and net assets	<u>\$ 704,810</u>	<u>\$ 815,098</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted revenues, gains, and other support		
Patient service revenue	\$ 768,291	\$ 838,478
Provision for bad debts	<u>(39,459)</u>	<u>(15,500)</u>
Net patient service revenue	728,832	822,978
Government and private grants	576,099	558,244
In-kind contributions	59,004	59,004
Other operating revenue	13,807	12,897
Net assets released from restrictions for operations	<u>23,312</u>	<u>4,185</u>
Total unrestricted revenues, gains, and other support	<u>1,401,054</u>	<u>1,457,308</u>
Operating expenses		
Salaries and benefits	1,050,354	1,033,207
Professional fees and contract services	116,986	133,328
Other operating expenses	288,489	264,408
Program supplies	75,756	74,157
Depreciation	<u>68,286</u>	<u>67,512</u>
Total expenses	<u>1,599,871</u>	<u>1,572,612</u>
Operating loss	<u>(198,817)</u>	<u>(115,304)</u>
Other revenue and gains (losses)		
Investment income	1,685	4,715
Contributions	45,983	61,582
Change in fair value of investments	<u>17,121</u>	<u>(7,100)</u>
Total other revenue and gains	<u>64,789</u>	<u>59,197</u>
Deficit of revenues over expenses	(134,028)	(56,107)
Net assets released from restrictions for capital acquisition	<u>10,000</u>	<u>13,635</u>
Decrease in unrestricted net assets	<u>\$ (124,028)</u>	<u>\$ (42,472)</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Deficit of revenues over expenses	\$ (134,028)	\$ (56,107)
Net assets released for capital acquisition	<u>10,000</u>	<u>13,635</u>
Change in unrestricted net assets	<u>(124,028)</u>	<u>(42,472)</u>
Temporarily restricted net assets		
Contributions	47,838	9,499
Net assets released for capital acquisition	(10,000)	(13,635)
Net assets released for operations	<u>(23,312)</u>	<u>(4,185)</u>
Change in temporarily restricted net assets	<u>14,526</u>	<u>(8,321)</u>
Change in net assets	<u>(109,502)</u>	<u>(50,793)</u>
Net assets, beginning of year	<u>668,783</u>	<u>719,576</u>
Net assets, end of year	<u>\$ 559,281</u>	<u>\$ 668,783</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ (109,502)	\$ (50,793)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	68,286	67,512
Provision for bad debts	39,459	15,500
Restricted contributions	(47,838)	(9,499)
Change in fair value of investments	(17,121)	7,100
(Increase) decrease in		
Patient accounts receivable	(45,573)	(28,891)
Other receivables	33,661	(57,808)
Prepaid expenses	13,994	1,290
Increase (decrease) in		
Accounts payable and accrued expenses	3,064	(750)
Accrued payroll and related expenses	8,927	(2,616)
Deferred revenue	<u>(12,777)</u>	<u>44,797</u>
Net cash used by operating activities	<u>(65,420)</u>	<u>(14,158)</u>
Cash flows from investing activities		
Change in long-term investments	1,957	(907)
(Increase) decrease in assets limited as to use	(14,526)	8,321
Capital expenditures	<u>(12,789)</u>	<u>(13,535)</u>
Net cash used by investing activities	<u>(25,358)</u>	<u>(6,119)</u>
Cash flows from financing activities		
Restricted contributions	<u>47,838</u>	<u>9,499</u>
Net decrease in cash	(42,940)	(10,778)
Cash, beginning of year	<u>219,279</u>	<u>230,057</u>
Cash, end of year	\$ <u><u>176,339</u></u>	\$ <u><u>219,279</u></u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire.

The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway and surrounding communities.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Investments

The Center reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses to simplify the presentation of these accounts in the statement of operations unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 17,862	\$ 31,172
Provision for bad debts	39,459	15,500
Write-offs	<u>(39,459)</u>	<u>(28,810)</u>
Balance, end of year	<u>\$ 17,862</u>	<u>\$ 17,862</u>

The increase in the provision for bad debts is primarily due to an increase in self-pay patients and credentialing delays for additional providers.

Assets Limited As To Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Cash and cash equivalents comprise assets limited as to use and are excluded from cash for cash flow purposes.

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The different between the full grant awards and the amount received to date is recognized as a receivable. The different between the full grant award and the amount earned to date is reported as deferred revenue.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments until appropriated by the Board of Directors.

Permanently restricted net assets are those restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2017 and 2016, there were no permanently restricted net assets.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

Patient Service Revenue

Charges for services to patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

2. Investments

Investments are stated at fair value and consisted of the following:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 7,577	\$ 27,291
Marketable equity securities	98,064	13,090
Mutual funds	<u>139,840</u>	<u>189,936</u>
Total investments	<u>\$ 245,481</u>	<u>\$ 230,317</u>

Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Center's investments is measured on a recurring basis using Level 1 inputs.

3. **Property and Equipment**

A summary of property and equipment is as follows:

	<u>2017</u>	<u>2016</u>
Building improvements	\$ 28,879	\$ 28,879
Furniture	44,855	44,855
Equipment	<u>443,381</u>	<u>430,592</u>
Total cost	517,115	504,326
Less accumulated depreciation	<u>(437,228)</u>	<u>(368,942)</u>
Property and equipment, net	<u>\$ 79,887</u>	<u>\$ 135,384</u>

4. **Line of Credit**

The Center has a \$100,000 unsecured line of credit available with a local bank. Interest on borrowings is charged at prime plus 2%. The credit line expires September 30, 2020. There was no outstanding balance for the years ended June 30, 2017 and 2016.

5. **Patient Service Revenue**

A summary of patient service revenue by payer is as follows:

	<u>2017</u>	<u>2016</u>
Medicaid	\$ 343,987	\$ 452,515
Medicare	47,881	39,932
Third-party insurance	211,619	220,377
Patient pay	<u>164,804</u>	<u>125,654</u>
Total	<u>\$ 768,291</u>	<u>\$ 838,478</u>

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to \$78,319 in 2017 and \$76,193 in 2016.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$17,578 in 2017 and \$16,930 in 2016.

7. Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 1,349,054	\$ 1,318,443
General and administrative	<u>250,817</u>	<u>254,169</u>
Total	<u>\$ 1,599,871</u>	<u>\$ 1,572,612</u>

8. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2017 and 2016, Medicaid represented 38% and 40%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

9. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2017 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Donations In-Kind

The Memorial Hospital (TMH) provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to \$59,004 for the years ended June 30, 2017 and 2016 which are included in other operating expenses.

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of \$80,000 for the years ended June 30, 2017 and 2016 and is reported in government and private grants in the statements of operations.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 20, 2017, which is the date the financial statements were available to be issued.



**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.
298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Board Roster April 2018

Name, Office	Profession, place of work	Town
Hastings, Carol President	Teacher Retired	Fryeburg, ME
McKinnon, Scott Vice president	Memorial Hospital President and CEO	Albany, NH
Zakon, Angela Treasurer	Senior Accountant Leone, McDonnell & Roberts	Center Conway, NH
Carter, Amy Secretary	Librarian Cook Memorial Library	Tamworth, NH
Champagne, Peter	District Manager White Mountain Subways LLC	Madison, NH
Costello, Laura	Nursing Student Merriman House	Albany, NH
Gemmiti, Jamie	Photographer Conway Daily Sun	Conway, NH
Mackie, Christy	Marketing Director Conway Humane Society	Fryeburg, ME
Moore, Sara	Psychic Enlightened Horizons	Conway, NH
Leonard, Leslie, Ex-Officio	Attorney Cooper Cargill Chant	Intervale, NH

DEBRA S. MEADER

Professional Summary

Motivated, compassionate, dependable and team player throughout career. Has Excellent interpersonal and verbal communication skills with clients as well as other professionals. Has Masters Degree in Counseling and Bachelors in Social Work and more than twenty five years in social services in a variety of different settings. Worked with individuals involved in a variety of circumstances including but not exclusively domestic violence, child abuse/neglect, financial instability and mental health issues. Balanced empathy & compassion as well as setting limits, empowering clients and guiding individuals to meet their goals. Computer skills are excellent including Microsoft Word & various databases. Confidentiality has been held as high standard throughout career.

Professional Experience

White Mountain Community Health Center August 2017- present

Family Support Coordinator for the Partners in Health Program for Carroll County. Working with families who have a child with a chronic health condition. Provides support, information and resources to families to reduce their stress and help them meet the challenges of their child's chronic health condition.

Conway Police Department January 2015 – August 2017

Dispatcher position for law enforcement agency, as well as for Fire & Medical. Maintained familiarity with standard operating procedures, department policies, and state laws. Dealt with sensitive information in a discreet and professional manner by maintaining confidentiality.

- ❖ Work varying shifts to cover 24/7
- ❖ Dispatch, coordinate and monitor all emergency response activity
- ❖ Multi-tasking, prioritization and remaining calm to those in crisis

Community Action Program of Strafford County March 2013- January 2015

Managed home-based family services. Supervised 10-12 direct staff and assumed responsibility for the Family Services portion of services provided to over 200 children and their families enrolled in Head Start program & home-based family services

- ❖ Coordinated and oversaw all family services provided including home visits, goal oriented plans and crisis intervention
- ❖ Integral member of Management Team providing a comprehensive program including health, mental health and education of the children and families in programs

White Mountain Community Health Center January 2001 - March 2013

Worked in variety of capacities working directly with families or child care providers, providing support & resources from the community, education and counseling and overseeing of financial budget and contracts of different programs.

- ❖ Pediatric Social Worker for the Pediatric medical office/Maternal Child Health (MCH) Program provided support and resources to families through office and home visits. Counseled children and families on variety of issues that affected their health and overall wellbeing.
- ❖ Managed Umbrella Project grant funded designed to assist families to apply for NH Healthy Kids insurance program with purpose to decrease the high rate of uninsured children. Worked closely with schools, child care, community agencies to identify uninsured children.
- ❖ Child Care Resource & Referral Program - Providing support, resources, and professional development opportunities for early childhood providers to ensure high quality child care and provide referrals and education for families educating them on how to look for quality child care options.

Casey Family Services August 2002- Dec 2009

Provide licensed therapeutic foster care to children ages 11-17. Provided both short term respite for several children and long term placements for two children in our home. Received extensive training in working with challenging children in foster care system.

Lakes Region Community Services Feb 1990- Dec 2000

Progressed through a series of promotions, culminating in responsibility for the coordination of an Early Intervention Program (birth-3) and Family Aide program serving approximately 150 families per year. Supervised staff including Physical Therapist, Occupational Therapist, Speech Therapist, Early Childhood Educator, Family Support Resource Coordinator and several Family Aides. Develop and maintain community alliances with other community agencies and youth-service programs.

- ❖ Served on several community and interagency committees and workgroups.
- ❖ Worked closely and collaborated with NH Division of Children Youth & Family staff as well as several other community agencies involved with families.

Familystrength May 1988-December 1989

Family Counselor provided home-based family, couple and individual counseling to families with children at risk of out-of-home placement;

- ❖ Taught communication and parenting skills as well as maintained supportive role to families,
- ❖ Provided 24-hour continual crisis coverage; coordinated with schools, probation and DCYF as well as extensive community networking on behalf of families.

Education

1991 UNIVERSITY OF NEW HAMPSHIRE, Durham, NH
M.Ed Masters in Education in Guidance and Counseling

1988 WHEELOCK COLLEGE, Boston, MA
B.S.W. Bachelors in Social Work

Community and Professional Service

President of MWV Eagles Basketball Club & member of Kennett Football Boosters
Member of the Friends of Families Coalition
Advisory Committee for Little Eagles Program at Kennett
VP & President of Madison Parent Teacher Organization
Member of Advisory Board of Madison Mustang Academy
Treasurer & President for Madison Preschool Board
Board President- Families Matter in Carroll County

Julie Everett Hill, R.N.

[REDACTED]
[REDACTED]
[REDACTED]

Profile

I am a Registered Nurse with a current New Hampshire license, and the director of operations at a rural community health center. I enjoy the dynamic nature of community health nursing, and the opportunity it provides to view the family as a whole when planning and providing care. My interests include asthma education, mental health and nutrition.

Experience

White Mountain Community Health Center, Conway, NH

December 2014-Present: Director of Operations

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical, medical records, and front office staff.

Coordinate and ensure adequate staffing schedules for clinical staff. Assist in budget preparation as needed. Represent the health center publically at forums and events. Responsible for the implementation of electronic health record and the ongoing customization of the program to ensure appropriate documentation of patient care, meet program reporting needs and facilitate efficient staff workflow across the agency.

2011 to 2014: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Assist Medical Director when seeing patients.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient records, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

Saint Anselm College; Advanced Nursing Leadership Program: 2013

NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994

University of Southern Maine: 1992-1993

Certifications and relevant continuing education include:

- North Country Health Consortium Public Health Training Center: Community Health Assessment and Improvement Modules 1-4, 2013
- Yellow Belt- LEAN Systems Training for Quality Improvement: September 2013
- Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultant training certificate; June 2013
- Current BLS
- Asthma Educators Institute 2010
- Diabetes Nurse Champion, September 2008
- WIC Breastfeeding Peer Counselor Certification, November 2000

Personal/Community

Mount Washington Valley Toastmasters #3596556: President, Charter member

Swift River CrossFit: CFL1 Trainer

ACCOUNTING OFFICE ASST (Seasonal Employ) (2002-'03 & 2003-'04) (2008-'09 & 2009-'10 & 12/05/2011 – 03/29/2013)

Shawnee Peak Holdings Inc

Bridgton, ME

Intermittantly while employed by the above two businesses, I also held the position of accounting assistant and later as night auditor for a local ski resort. Responsibilities were: Assisted CFO with all daily reporting functions, processed A/P's, assisted with HR functions and delivery of bi-weekly payroll. Developed multi-sheet spreadsheet for effectively getting all cash intake accounted for and distributed to appropriate ledger accounts for financial reporting. As night auditor during the 2008 – '10 work years I balanced down all profit centers reportable to CFO for next day processing & financial reporting. Recent seasonal employment from December 2012 through March 28, 2013 was again in the position of accounting assistant to Jen Holden. I assisted with personnel maintenance, payroll and the same various others functions that I have performed for them during previous seasonal work

ACCOUNTING ASSOCIATE (02/92 - 06/99)

Tower Automotive., Inc.

Traverse City, MI

Held the position of payroll processor, producing payroll for approximately 400 colleagues for two different payroll classifications –hourly paid bi-weekly & management paid semi-monthly. Responsible for maintaining all employee files, inputting time worked to transmit to ADP (outside payroll service), process and deliver payroll, keep related updates, schedules & personnel records, reconcile/maintain 401k loan accts, make all payroll journal entries to general ledger, plus various other activities, provided support for other accounting & human resource functions.

FINANCIAL DIRECTOR/OFFICE MANAGER (08/90 - 11/91)

The Paper Company

Traverse City, MI

Conducted all internal record keeping, journalizing & posting of financial activity. Perpared internal support data for compilation of financial reports. Maintained accurate & thorough records while the company was experiencing distressful situations & a change in ownership. This included aborting and/or switching the organizations 2,000 – 2,500 A/R's to three different systems within a seven month period.

FINANCIAL DIRECTOR/OFFICE MANAGER (04/86 - 08/90)

Alpha's of Michigan, Inc.

Traverse City, MI

Oversaw all financial & operational matters pertaining to the Northern Michigan business office. Supervised staff of seven. Maintained personnel & financial records. Interviewd & hired staff. Assisted marketing & sales department. Promoted positive customer relations.

OFFICE DIRECTOR/MANAGER

(07/79 - 04/86)

Mainstream Sports, Inc.

Traverse City, MI

Maintained all financial records. Produced budget work-ups. Conducted departmental profitability analysis. Designed business projection plans. Implemented cash flow

scheduling. Performed all tax reporting duties. Initiated loan applications for business expansion. Assisted customers.

PAYROLL CLERK

(07/78 - 06/79)

Munson Medical Center

Traverse City, MI

Prepared payroll for 1,000 employees. Performed profile adjustments & changes. Produced wage distribution reports. Initiated tax reports. Maintained personnel files. Assisted with employment procedures

HEAD BOOKKEEPER

(11/72 - 06/77)

Tom's Food Markets, Inc.

Traverse City, MI

Administered payroll. Maintained personnel records. Oversaw A/R's & A/P's. Produced store reports. Performed check register balancing. Initiated misc reporting & computation. Assisted customers.

OVERVIEW: I have a very impressive work ethic as depicted in my employment history. Besides the listing above, I also seasonally worked a third job as night auditor for a local ski resort. My adaptability to any situation touts employability. I'm a good organizer with strong self-management capabilities.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meader, Debbie	Family Support Coordinator	\$ 40,950	100%	\$ 40,950
Hill, JulieAnn E.	Director of Operations	\$ 52,580	2.5%	\$ 1,028
Roberts, Carol	Finance Mngr	\$ 36,327	2.6%	\$ 958

23 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. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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 a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children's chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites' activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services' web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

As referenced in the Request for Proposals in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions and their families will be impacted. They will not have access to the supportive services necessary to maintain their health at optimum levels, and parents will struggle to coordinate the children's health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.


His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Christine Santanello
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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP 2018-BDS-01-FAMIL

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Child & Family Services
 2. Central NH VNA & Hospice
 3. Community Crossroads
 4. Community Partners
 5. Families First
 6. Gateways Community Services
 7. VNA Home Health & Hospice Srvc
 8. Monadnock Developmental Srvc
 9. White Mountain Community Health Center

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Sue Moore, SMS Program Mgr (Tech)
2. Chris Santaniello, BDS Director (Tech)
3. Dee Dunn Tierney, SMS Family Support Administrator (Tech)
4. Alicia L'esperance (Cost)
5. Tanja Milic (Cost)
6. _____
7. _____
8. _____
9. _____

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-09)

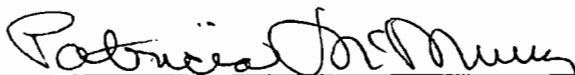
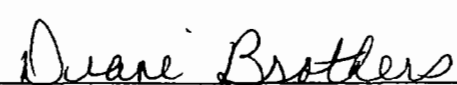
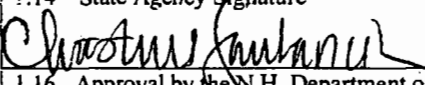
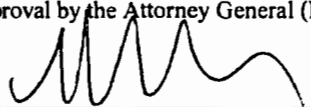
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 White Mountain Community Health Center		1.4 Contractor Address 298 White Mt. Hwy, PO Box 2800 Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Carroll</u> On <u>7-12-17</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] 		DIANE BROTHERS, Notary Public My Commission Expires August 5, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Diane Brothers, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Pede - Attorney On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

JMC

Date 7-11-17

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 11, the Conway region. The towns associated with Region 11 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.

QMC

7-11-17



Exhibit A

- 2.5.2. Strengths-based assessment and planning.
- 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.
- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering families so they are best able to advocate for themselves.
 - 2.7.7. Communicating and collaborating with community partners.
 - 2.7.8. Educating the Family Support Council.
 - 2.7.9. Attending medical appointments.
 - 2.7.10. Assisting families in accessing resources.
- 2.8. The Contractor shall be available for crisis intervention when possible.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
 - 2.9.1. Monthly Family Council meetings.
 - 2.9.2. State level coordinators' meetings.
 - 2.9.3. Joint Lead Agency Supervisor and Family Support Coordinator meetings.
 - 2.9.4. Stakeholder meetings.
 - 2.9.5. Early Childhood Collaborative and the Carroll County Collaborative meetings.

PM

7-11-17



Exhibit A

- 2.9.6. Partnering with agencies that include, but are not limited to:
 - 2.9.6.1. Northern Human Services.
 - 2.9.6.2. The Area Agency.
 - 2.9.6.3. Children Unlimited.
 - 2.9.6.4. Health Families America.
 - 2.9.6.5. Visiting Nurses.
 - 2.9.6.6. Headstart.
 - 2.9.6.7. Local schools.
 - 2.9.6.8. School nurses.
 - 2.9.6.9. Primary care providers in house and in the community.
 - 2.9.6.10. Mental health providers.
 - 2.9.6.11. DCYF.
 - 2.9.6.12. Hospitals.
 - 2.9.6.13. Courts.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group incorporating information from the following:
 - 2.13.1. Reviewing the individual requests of families.
 - 2.13.2. Looking for trends in the referrals made to the program.
 - 2.13.3. Using the Community Needs Assessment done by the Memorial Hospital.
 - 2.13.4. Meeting annually with school nurses.
 - 2.13.5. Meeting annually with medical providers.
 - 2.13.6. Meeting routinely with social service agencies..
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.

SPM

7-11-17



Exhibit A

- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which include, but are not limited to:
 - 2.15.1. State surveys.
 - 2.15.2. Council generated surveys.
 - 2.15.3. Family Support Council feedback.
 - 2.15.4. Supervision of families that includes, but is not limited to:
 - 2.15.4.1. Regular home visits.
 - 2.15.4.2. Annual evaluations.
 - 2.15.4.3. State audits feedback from families and community partners.
 - 2.15.4.4. Monthly review of documentation of family needs assessments.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall provide intake services by:
 - 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:
 - 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.

PM



Exhibit A

- 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall provide family support services including, but not limited to:
- 2.18.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.18.2.1. Medical, health, and insurance.
 - 2.18.2.2. Community, transition, and independence
 - 2.18.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.19.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.19.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.19.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.19.4.1. Providing families with all information in ways that best match their processing style.
 - 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.19.4.3. Supporting the family's decisions and cultural needs.
 - 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and desires.

Jm

7-11-17



Exhibit A

- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
- 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
- 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
- 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.23. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.24. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
- 2.24.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.24.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.

SMC



Exhibit A

- 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be 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.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which 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.
 - 4.2.5. Future plans or goals.

PMC

7-11-17



Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. 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.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH 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:
- 5.2.1. CMS Federal regulations.
- 5.2.2. HIPAA/HITECH.
- 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in



7-11-17



Exhibit A

accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. 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.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

Jm
7-11-17



Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. 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.
5. 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 noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Jmc

7-11-17

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 40,399.00	\$ -	\$ 40,399.00	\$ 24,036.00	\$ -	\$ 24,036.00	\$ 16,363.00	\$ -	\$ 16,363.00
2. Employee Benefits	\$ 12,690.00	\$ -	\$ 12,690.00	\$ 12,690.00	\$ -	\$ 12,690.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,359.00	\$ -	\$ 1,359.00	\$ 609.00	\$ -	\$ 609.00	\$ 750.00	\$ -	\$ 750.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone (PIH Direct Use Line)	\$ 1,156.00	\$ -	\$ 1,156.00	\$ 1,156.00	\$ -	\$ 1,156.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,450.00	\$ 1,450.00	\$ -	\$ 1,450.00	\$ 1,450.00	\$ -	\$ -	\$ -
DSL of PIH (Internet Video Conf)	\$ 912.00	\$ -	\$ 912.00	\$ -	\$ -	\$ -	\$ 912.00	\$ -	\$ 912.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 279.00	\$ -	\$ 279.00	\$ 279.00	\$ -	\$ 279.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Flex Funds Re-Imbursements):	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
G.M. - Office Supplies	\$ 91.00	\$ -	\$ 91.00	\$ 91.00	\$ -	\$ 91.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 76,885.00	\$ 2,250.00	\$ 79,135.00	\$ 38,861.00	\$ 2,250.00	\$ 41,111.00	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct

2.9%

0.0%

JMC
7-11-17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

pm



- 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

JM

7-11-17



- 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.



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Pm

7-11-17